

## REGULAR COUNCIL MEETING

Tuesday, February 6, 2018

6:00 p.m.

### COUNCIL POLICY PUBLIC STATEMENTS

- I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.
- II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, Must Submit a Written Request to the City Manager by 12:00 Noon on the Monday Immediately Preceding the Council Meeting.
- III. When Speaking to the City Council Please:
  - Clearly State Your Name and Address.
  - Direct all questions/comments to the Mayor and only the Mayor.
  - No personal attacks on staff or Council.
  - Speak to the City Council with Civility and Decorum.
- IV. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions Will be Handled by the Appropriate Persons. Public Hearing Comments and Presentations Will be Limited to Five Minutes or Less per Person, nor Will Time Extensions be Permitted. No Duplication of Speakers will be Allowed.
- V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

(These Guidelines Are Also Posted at the Podium in the Council Chambers)

### AGENDA

1. EXECUTIVE SESSION – PERSONNEL Council Meeting Room 5:30-5:50
2. PRE-MEETING Council Meeting Room 5:50-6:00
3. ROLL CALL Council Chambers 6:00
4. PLEDGE OF ALLEGIANCE
5. CONSIDERATION OF MINUTES OF THE JANUARY 16, 2018 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JANUARY 27, 2018

Public Safety



Sustainability  
of Assets & Services

6. CONSIDERATION OF MINUTES OF THE JANUARY 17, 2018 EXECUTIVE SESSION – PERSONNEL
7. CONSIDERATION OF BILLS AND CLAIMS
8. BRIGHT SPOTS IN OUR COMMUNITY – DEBRA MOERKE, CIVIL SERVICE COMMISSION
9. ESTABLISH DATE OF PUBLIC HEARINGS

A. Consent

1. Establish February 20, 2018, as the Public Hearing Date for Consideration of:

- a. Transfer of Ownership Interest in Three (3) Retail Liquor Licenses.

1. **Retail Liquor License No. 18**, 3OH7 Hospitality, LLC d/b/a C85 @ **The Wonder Bar**.
2. **Retail Liquor License No. 3**, Triple C Food & Beverage, d/b/a C85 @ **The Pump Room**.
3. **Retail Liquor License No. 29**, Double C Hospitality, LLC, d/b/a C85 @ **Galles Liquor Mart**.

- b. Transfer of Ownership Interest in Three (3) Retail Liquor Licenses.

1. **Retail Liquor License No. 23**, Johnson Restaurant Group, Inc. d/b/a **CY Discount Liquors**, Located at 840 CY Avenue.
2. **Retail Liquor License No. 12**, Firerock Hospitality Group, LLC d/b/a **Firerock Steakhouse**, Located at 6100 E 12th Street.
3. **Retail Liquor License No. 15**, OC Casper, LLC d/b/a **Old Chicago**, Located at 3580 East 2nd Street.

- c. **Sale of City-Owned Property** for Economic Development Purposes Pursuant to W.S. § 15-1-112(b)(i)(D).

- d. **Parents and Friends of Lesbians and Gays (PFLAG) Non-Discrimination Resolution**.

## 10. THIRD READING ORDINANCE

### A. Consent

1. Granting a Franchise to **Bresnan Communications, LLC** for the **Construction and Operation of a Cable System.**

## 11. SECOND READING ORDINANCE

### A. Consent

1. Update **Section 17.12.124** (Towers) of the **Casper Municipal Code.**

## 12. RESOLUTIONS

### A. Consent

1. Approving an **Amendment** to the **New Delta Addition Subdivision Agreement** Dated August 3, 1999.
2. Approving the **Replat** Creating **Meadow View Estates Addition No. 2, Lots 24 and 25, Block 3.**
3. Authorizing an Agreement with **Sheet Metal Specialties**, in the Amount of \$28,000, for the **Fire Station No. 1 Co-Ray-Vac Replacement Project.**
4. Accepting a Water Line Easement from **Natrona County School District No. 1** for Maintenance of Water Mains that Serve the **New Journey Elementary School.**
5. Authorizing a Contract for Professional Services with **CH2M Hill Engineers**, in the Amount of \$236,732, for Engineering Services and Warranty Inspection for the **Sam H. Hobbs Wastewater Treatment Plant Motor Control Center Replacement Project.**
6. Authorizing Agreement with **Treto Construction LLC**, in the Total Amount of \$240,950, for the **17<sup>th</sup> Street Improvements Project – South Poplar Street to College Drive.**
7. Authorizing **Employment Agreement** to Employ **John Henley** as **City Attorney** for the City of Casper.
8. Authorizing a Contract for Professional Services with **Engineering Design Associates**, in the Amount of \$25,945, for Design and Construction Administration Services for the **Lifesteps Buildings Fire Suppression and Alarm Replacements Project.**

12. RESOLUTION (continued)

A. Consent

9. Authorizing the Acceptance of a **Grant Funds** from the **International Association of Chiefs of Police**.

13. MINUTE ACTION

A. Consent

1. Authorizing City Staff to Lower the Contingency Amount by \$25,000 for the **Public Safety Radio Towers**.

14. COMMUNICATIONS

A. From Persons Present

15. INTRODUCTION OF MEASURES AND PROPOSALS BY MEMBERS OF THE CITY COUNCIL

16. ADJOURN INTO EXECUTIVE SESSION – PERSONNEL (IF NEEDED)

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, February 20, 2018– Council Chambers

6:00 p.m. Tuesday, March 6, 2018 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, February 13, 2018 – Council Meeting Room

4:30 p.m. Tuesday, February 27, 2018– Council Meeting Room

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ZONING CLASSIFICATIONS

FC	Major Flood Channels & Riverbanks	PUD	Planned Unit Development
AG	Urban Agriculture	HM	Hospital Medical
R-1	Residential Estate	C-1	Neighborhood Convenience
R-2	One Unit Residential	C-2	General Business
R-3	One to Four Unit Residential	C-3	Central Business
R-4	High-Density Residential	C-4	Highway Business
R-5	Mixed Residential	M-1	Limited Industrial
R-6	Manufactured Home (Mobile) Park	M-2	General Industrial
PH	Park Historic	SMO	Soil Management Overlay
HO	Historic Overlay	ED	Education
OB	Office Business	OYD	Old Yellowstone District

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Public Safety



Sustainability  
of Assets & Services

COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
January 16, 2018

Casper City Council met in regular session at 6:00 p.m., Tuesday, January 16, 2018. Present: Councilmembers Hopkins, Huckabay, Humphrey, Johnson, Laird, Morgan, Powell, Walsh and Mayor Pacheco.

Mayor Pacheco led the audience in the Pledge of Allegiance.

Moved by Councilmember Johnson, seconded by Councilmember Hopkins, to, by minute action, approve the minutes of the January 2, 2018, regular Council meeting, as published in the Casper-Star Tribune on January 16, 2018. Motion passed.

Moved by Councilmember Huckabay, seconded by Councilmember Humphrey, to, by minute action, approve the minutes of the January 2, 2018, executive session. Motion passed.

Moved by Councilmember Johnson, seconded by Councilmember Powell, to, by minute action, approve payment of the January 16, 2018, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims  
01/16/18

71Construction	Projects	\$2,419.20
A-1	Services	\$260.00
Adecco	Services	\$1,584.00
AMBI	Services	\$1,302.30
Ameritech	Services	\$1,346.17
AndrnHunt	Services	\$148,461.90
AndrnHunt	Services	\$1,941.10
Arcadis	Services	\$2,316.02
ArrowheadHeating	Services	\$552.81
AtlanticElectric	Services	\$1,854.00
Balefill	Services	\$107,324.25
BankOfAmerica	Goods	\$202,510.94
BMartin	Reimb	\$1,392.30
CAEDA	Funding	\$105,090.04
Caselle	Services	\$75.00
CasperPubUtilities	Services	\$128.15
Centurylink	Services	\$14,964.96
CHanamaikai	Reimb	\$22.84
CityofCasper	Services	\$31,929.60
CivilEngineeringProfessionals	Projects	\$3,957.50
CowdinCleaning	Services	\$816.00

DeltaDental	Services	\$24,771.62
DvdsnFxdMgmt	Services	\$3,594.24
FirstData	Services	\$99.63
GlobalSpect	Funding	\$82,909.91
GolderAssociates	Services	\$13,587.65
HLP	Goods	\$2,880.00
Homax	Goods	\$26,128.59
InbergMillerEngineers	Services	\$352.50
IndScrn	Supp	\$440.00
Installation&Svc	Projects	\$14,019.72
ITCElec	Services	\$283.50
KellySvcs	Services	\$1,179.20
KMcPheeters	Reimb	\$12.00
KubwaterResources	Goods	\$5,018.98
LongBuildingTech	Services	\$867.89
NationalBenefitServices	Services	\$387.35
NRauchfuss	Reimb	\$39.77
PostalPros	Services	\$5,187.47
RailroadManagement	Services	\$214.01
RckyMtnFire	Svcs	\$6,868.00
RecycledMaterials	Services	\$28,712.50
RegionalWater	Services	\$229,953.76
RiverOaksComm	Services	\$1,412.25
RockyMtnPower	Services	\$234.01
RTrujillo	Supplies	\$79.95
SamParsonsUpholstery	Services	\$303.41
SolidWasteProfessionals	Services	\$20,244.96
Terracon	Goods	\$4,814.59
TretoConstruction	Projects	\$55,885.40
TrihydroCorp	Projects	\$3,721.75
VeoliaWtr Tech	Services	\$6,165.50
VGonzales	Reimb	\$39.92
Viewpoint	Services	\$2,160.00
WardwellWater&Sewer	Services	\$14.60
WasteWaterTreatment	Funding	\$271,875.47
WERCSCCommunications	Services	\$1,003.55
		\$1,445,712.73

Moved by Councilmember Morgan, seconded by Councilmember Walsh, to, by minute action, approve the minutes of the January 9, 2018, executive session. Motion passed.

Mayor Pacheco recognized members of the Chamber of Commerce Leadership Casper class in the audience. Anthony “Edis” Allen, a Leadership Casper participant, spoke about the program.

Mayor Pacheco then read a proclamation for Leadership Casper Day and presented it to Mr. Allen.

Next, Mayor Pacheco greeted Amanda Lewallen, of the Greater Wyoming Big Brothers Big Sisters, and spoke regarding the importance of mentoring in the community. He then presented Ms. Lewallen, the “bigs” (mentors), and “littles” (mentees) a proclamation honoring mentoring month.

Then Councilmember Morgan spoke about the purpose and significance of the proclamation for the national week of racial healing. Mayor Pacheco then read the proclamation and presented it to Councilmember Morgan.

Mayor Pacheco opened the public hearing for the consideration of the issuance of Restaurant Liquor License No. 37, to 2<sup>nd</sup> Street Eats, LLC, d/b/a 2<sup>nd</sup> Street Eats, LLC, located at 128 East 2<sup>nd</sup> Street.

Interim City Attorney Chambers entered four (4) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated December 26, 2017, an affidavit of publication, as published in the Casper-Star Tribune, dated January 8, 2018, an affidavit of website publication, as published on the City of Casper website, dated December 26, 2017, and the liquor license application filed December 5, 2017. City Manager Napier provided a brief report.

Speaking in support was Duane Jensen, 4297 Cole Creek. There being no others to speak for or against the issues involving Restaurant Liquor License No. 37, the public hearing was closed.

Moved by Councilmember Hopkins, seconded by Councilmember Johnson, to, by minute action, authorize the issuance of Restaurant Liquor License No. 37. Motion passed.

Mayor Pacheco opened the public hearing for the consideration of the transfer of ownership of Retail Liquor License No. 28, from Sunrise Center, LLC, d/b/a Prime Time, to Caputa’s Catering, LLC, d/b/a Sunrise Lanes, located at 4370 South Poplar Street.

Interim City Attorney Chambers entered four (4) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated December 26, 2017, an affidavit of publication, as published in the Casper-Star Tribune, dated January 8, 2018, an affidavit of website publication, as published on the City of Casper website, dated December 5, 2017, and the liquor license application filed November 27, 2017. City Manager Napier provided a brief report.

Speaking in support was Rob Caputa, 3200 Bella Vista. There being no others to speak for or against the issues involving Retail Liquor License No. 28, the public hearing was closed.

Moved by Councilmember Powell, seconded by Councilmember Walsh, to, by minute action, authorize the transfer of ownership of Retail Liquor License No. 28. Motion passed.

The following ordinance was considered, on third reading, by consent agenda.

ORDINANCE NO. 21-17

AN ORDINANCE APPROVING THE VACATION OF A  
PORTION OF SOUTH FOREST DRIVE.

WHEREAS, the City of Casper has requested that a portion of South Forest Drive, located between East 15th Street and Pratt Boulevard, in the Pratt Addition No. 6 Subdivision, Phase 2, be vacated as public right-of-way; and,

WHEREAS, a petition containing the signatures of a majority of the owners who own a majority of the property abutting the segments of the street proposed to be vacated and extending 300 feet in all directions from the street to be vacated has been submitted to the City as provided by W.S. §15-4-305; and,

WHEREAS, the City of Casper desires to retain a utility easement within the boundaries of the to-be-vacated portion of South Forest Drive; and,

WHEREAS, the City of Casper has determined that said portion of South Forest Drive, located between East 15th Street and Pratt Boulevard, in the Pratt Addition No. 6 Subdivision, Phase 2, can be vacated without adversely impacting utility services and traffic circulation within the area; and,

WHEREAS, it is the desire of the governing body of the City of Casper to approve said vacation of a portion South Forest Drive, located between East 15th Street and Pratt Boulevard, in the Pratt Addition No. 6 Subdivision, Phase 2, as public right-of-way.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

SECTION 1:

That the vacation of the portion of South Forest Drive, located between East 15th Street and Pratt Boulevard, in the Pratt Addition No. 6 Subdivision, Phase 2, as set forth in Exhibits "A" and "B", which by reference herein are made a part of this ordinance, is hereby approved and vacated.

SECTION 2:

That utility easements, located within the vacated portion of South Forest Drive, as set forth in Exhibits "A" and "B" are hereby reserved for the purposes of construction, operation, and maintenance of public and private utility lines, conduits, vaults, pedestals, and other utility appurtenances.

SECTION 3:

That the vacated sections of Forest Drive, as set forth in Exhibits "A" and "B", shall revert to the adjoining land owners as provided by law.

SECTION 4:

This ordinance shall be in full force and effect from and after passage on three readings, publication pursuant to law.

PASSED on 1<sup>st</sup> reading the 19<sup>th</sup> day of December, 2017.

PASSED on 2<sup>nd</sup> reading the 2<sup>nd</sup> day of January, 2018.

PASSED, APPROVED, AND ADOPTED on 3<sup>rd</sup> and final reading the 16<sup>th</sup> day of February, 2018.

WLC ENGINEERING, SURVEYING & PLANNING  
200 PRONGHORN STREET, CASPER, WYOMING 82601  
FOR

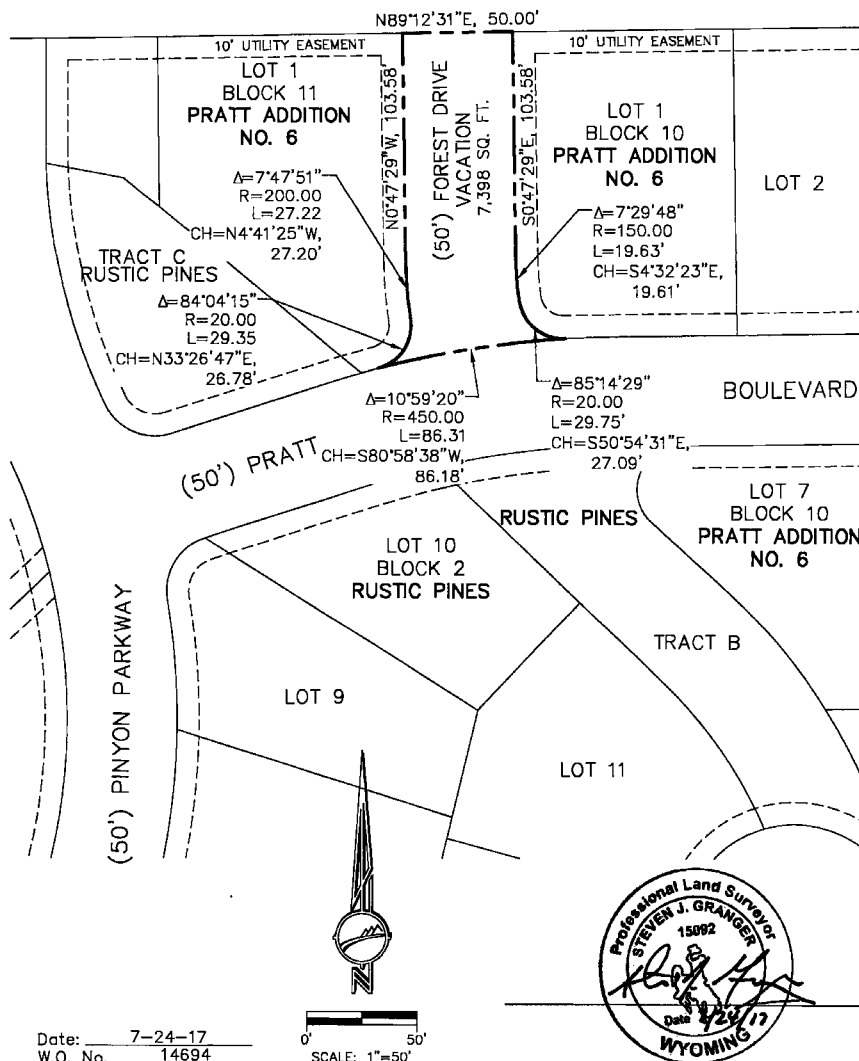


Client CITY OF CASPER Address 200 N. DAVID STREET  
City CASPER State WYOMING Zip 82601

## PLAT FOR STREET VACATION

NW1/4NE1/4 Section 14, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming  
Lot FOREST DRIVE Block            Subdivision PRATT ADDITION NO. 6  
City CASPER County NATRONA State WYOMING

(VARIABLE WIDTH) EAST 15TH STREET



Date: 7-24-17  
W.O. No. 14694  
SUBSISTING RECORDS  
Drawn By: KRM  
Acad File: FOREST DR VACATION  
N:\CLIENT\CITY OF CASPER\14694-CITY OF CASPER-SURVEYOR\SURVEY\DWG\FOREST DR VACATION.DWG



CASPER  
200 PRONGHORN  
CASPER, WY 82601  
P: 307-266-2524



July 24, 2017

City of Casper  
200 N. David St.  
Casper, Wyoming 82601

W.O. No.: 14694  
Page 1 of 2

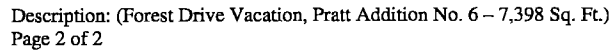
Description: (Forest Drive Vacation, Pratt Addition No. 6 – 7,398 Sq. Ft.)

A Parcel located in and being all of Forest Drive located between Blocks 10 and 11, Pratt Addition No. 6, a subdivision of a portion of the NW1/4NE1/4, Section 14, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northeasterly corner of the Parcel being described, the northeasterly corner of said Forest Drive, the northwesterly corner of Lot 1, Block 10, Pratt Addition No. 6 and a point in the southerly line of East 15<sup>th</sup> Street; thence along the easterly line of said Parcel and Forest Drive and the westerly line of said Lot 1, Block 10, Pratt Addition No. 6, S.0°47'29"E., 103.58 feet to a point of curve; thence along the arc of a true curve to the left, having a radius of 150.00 feet and through a central angle of 7°49'48", southeasterly, 19.63 feet and the chord of which bears S.4°32'23"E., 19.61 feet to a point of compound curve; thence along the arc of a true curve to the left, having a radius of 20.00 feet and through a central angle of 85°14'29", southeasterly, 29.75 feet and the chord of which bears S.50°54'31"E., 27.09 feet to the southeasterly corner of said Parcel and a point in the southerly line of said Lot 1, Block 10, Pratt Addition No. 6 and the northerly line of Pratt Boulevard; thence along the southerly line of said Parcel and the northerly line of Pratt Boulevard and along the arc of a true curve to the left, having a radius of 450.00 feet and through a central angle of 10°59'20", southwesterly, 86.31 feet and the chord of which bears S.80°58'38"W., 86.18 feet to the southwesterly corner of said Parcel and end of said curve and a point in the southerly line of Lot 1, Block 11, Pratt Addition No. 6; thence along the westerly line of said Parcel and Forest Drive and the easterly line of said Lot 1, Block 11, Pratt Addition No. 6 and the arc of a true curve to the left, having a radius of 20.00 feet and through a central angle of 84°04'15",

City of Casper

CHEYENNE                      RAWLINS  
DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.



northeasterly, 29.35 feet and the chord of which bears N.33°26'47"E., 26.78 feet to a point of reverse curve; thence along the arc of a true curve to the right, having a radius of 200.00 feet and through a central angle of 7°47'51", northwesterly, 27.22 feet and the chord of which bears N.4°41'25"W., 27.20 feet to a point of tangency; thence continuing along the westerly line of said Parcel and Forest Drive and the easterly line of said Lot 1, Block 11, Pratt Addition No. 6, N.0°47'29"W., 103.58 feet to the northwesterly corner of said Parcel, the northeasterly corner of said Lot 1, Block 11, Pratt Addition No. 6 and a point in and intersection with the southerly line of said East 15<sup>th</sup> Street; thence along the northerly line of said Parcel and Forest Drive and the southerly line of said East 15<sup>th</sup> Street, N.89°12'31"E., 50.00 feet to the Point of Beginning and containing 7,398 square feet, more or less, as set forth by the plat attached and made a part hereof.

CHEYENNE RAWLINS

**DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.**

Councilmember Walsh presented the one (1) foregoing consent agenda ordinance for adoption, on third reading. Seconded by Councilmember Johnson. Motion passed.

The following ordinance was considered, on second reading, by consent agenda.

ORDINANCE NO. 1-18

AN ORDINANCE GRANTING A FRANCHISE TO BRESNAN COMMUNICATIONS, LLC FOR THE CONSTRUCTION AND OPERATION OF A CABLE SYSTEM, AND REPEALING ORDINANCE NO. 7-07.

Councilmember Humphrey presented the foregoing one (1) ordinance for adoption, on second reading, by consent agenda. Seconded by Councilmember Morgan. Motion passed.

Following ordinance read:

ORDINANCE NO. 2-18

AN ORDINANCE AMENDING SECTION 17.12.124 - TOWERS OF THE CASPER MUNICIPAL CODE; PROVIDING DEFINITIONS; PROVIDING FOR PERMITTED LOCATIONS; PROVIDING FOR PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Johnson presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Hopkins. City Manager Napier provided a brief report. Motion passed.

Following resolution read:

RESOLUTION NO. 18-11

A RESOLUTION APPROVING THE PROPOSED PROJECT APPLICATIONS FOR THE REALLOCATION OF 2015-2016 COUNTY CONSENSUS FUNDING.

Councilmember Huckabay presented the foregoing resolution for adoption. Seconded by Councilmember Johnson. City Manager Napier provided a brief report. Pat Sweeney, 951 N. Kimball, addressed Council about the importance of these projects. All Councilmembers made statements and expressed their opinion of the resolution. Councilmembers Huckabay and Laird voted nay. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 18-4

A RESOLUTION APPROVING A NATRONA COUNTY PLAT, "BECKER BUSINESS CENTER".

RESOLUTION NO. 18-5

A RESOLUTION AUTHORIZING A FINAL ACCEPTANCE CERTIFICATE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE ROBERTSON ROAD NORTH PATHWAY.

RESOLUTION NO. 18-6

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH ECS ENGINEERS FOR ENGINEERING SERVICES FOR THE 2018 ARTERIALS AND COLLECTORS, PROJECT NO. 17-093.

RESOLUTION NO. 18-7

A RESOLUTION AUTHORIZING A FINAL ACCEPTANCE CERTIFICATE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE CATC PARKING LOT REPAIRS.

RESOLUTION NO. 18-8

A RESOLUTION AUTHORIZING A RIGHT-OF-WAY EASEMENT WITH THE CASPER HUMANE SOCIETY FOR THE MCKINLEY STREET UNDERPASS STORM WATER REPAIRS PROJECT NO. 15-35.

RESOLUTION NO. 18-9

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE UNIVERSITY OF WYOMING COOPERATIVE EXTENSION SERVICE.

RESOLUTION NO. 18-10

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN UPDATED DRUG AND ALCOHOL POLICY FOR CITY EMPLOYEES PERFORMING SAFETY-SENSITIVE FUNCTIONS AS DEFINED BY THE UNITED STATES FEDERAL TRANSIT ADMINISTRATION.

Councilmember Hopkins presented the foregoing seven (7) resolutions for adoption. Seconded by Councilmember Powell. Motion passed.

Moved by Councilmember Johnson, seconded by Councilmember Morgan, to, by minute action, appoint Carol Crump to a three-year (3) term as a Civil Service Commissioner effective February 1, 2018. City Manager Napier provided a brief report. Motion passed.

Moved by Councilmember Johnson, seconded by Councilmember Walsh, to, by consent minute action, and authorize the purchase of one (1) new front loading sanitation truck body, in the amount of \$110,333.00, from McNeilus Truck and Manufacturing. Motion passed.

Individuals addressing the Council were: Pat Sweeney, 951 N. Kimball, providing an update on the Safe Ride program; Duane Jensen, 4297 Cole Creek, requesting that parking permits for food trucks be suspended; Dale Zimmerle, 3035 Bellaire, requesting Council meetings begin with prayer; and James Andrew, owner of Smoked N Tender BBQ, requesting that food trucks be given an opportunity to carry out business.

Mayor Pacheco noted the next meetings of the City Council will be a special session, which will be an executive session, to be held at 4:30 p.m. Wednesday, January 17, 2018 in the Council's meeting room; and a work session to be held at 4:30 p.m., Tuesday, January 23, 2018, also in the Council's meeting room. The next regular Council meeting will be held at 6:00 p.m., Tuesday, February 6, 2018, in the Council Chambers.

Moved by Councilmember Johnson, seconded by Councilmember Huckabay, to, by minute action, adjourn. Motion passed.

The meeting was adjourned at 7:50 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur D. Tremel  
City Clerk

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Ray Pacheco  
Mayor

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

71 CONSTRUCTION	0030190707 UTILITY REFUND	\$85.00
	0030190707 UTILITY REFUND	\$2.07
	Subtotal for Cost Center Water:	\$87.07
	Vendor Subtotal:	\$87.07
A.M.B.I. & SHIPPING, INC.	17-12-687 POSTAGE	\$44.71
	Subtotal for Cost Center Balefill:	\$44.71
	17-12-678 POSTAGE	\$1.14
	Subtotal for Cost Center City Manager:	\$1.14
	17-12-680 Postage and Shipping	\$5.32
	Subtotal for Cost Center Fire:	\$5.32
	17-12-681 DECEMBER POSTAGE	\$21.02
	Subtotal for Cost Center Fort Caspar:	\$21.02
	17-12-684 POSTAGE	\$29.47
	Subtotal for Cost Center Human Resources:	\$29.47
	17-12-682 POSTAGE	\$176.34
	Subtotal for Cost Center Metro Animal:	\$176.34
	17-12-685 POSTAGE	\$3.99
	Subtotal for Cost Center Property & Liability Insurance:	\$3.99
	17-12-686 POSTAGE	\$305.18
	Subtotal for Cost Center Refuse Collection:	\$305.18
	66461 TEST GAUGE SHIPPING CHARGE	\$33.55
	Subtotal for Cost Center Water:	\$33.55
	Vendor Subtotal:	\$620.72
A-1 PORTABLES & SERVICES	2182 PORTA POTTY BALER	\$155.00
	2202 PORTA POTTY BALER	\$130.00
	2201 PORTA POTTY LANDFILL	\$130.00
	Subtotal for Cost Center Balefill:	\$415.00
	Vendor Subtotal:	\$415.00
AAA LANDSCAPING	14856 REMOVAL OF MATTRESS	\$40.00
	Subtotal for Cost Center Code Enforcement:	\$40.00

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

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<b>Vendor Subtotal:</b>	<b>\$40.00</b>
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## ADECCO USA, INC.

68867571 BALER LABOR	\$574.20
68895420 BALER LABOR	\$316.80
68875746 BALER LABOR	\$792.00
68884196 BALER LABOR	\$792.00
<b>Subtotal for Cost Center Balefill:</b>	<b>\$2,475.00</b>

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<b>Vendor Subtotal:</b>	<b>\$2,475.00</b>
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## ALL TREES, LLC

1-5423 WEED MOWING	\$161.52
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$161.52</b>

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<b>Vendor Subtotal:</b>	<b>\$161.52</b>
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## ALLIANCE ELECTRIC LLC.

7375 WATER SHED POWER	\$307.26
<b>Subtotal for Cost Center Balefill:</b>	<b>\$307.26</b>

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<b>Vendor Subtotal:</b>	<b>\$307.26</b>
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## ALLRED, JOSHUA

0030190701 UTILITY REFUND	\$54.47
<b>Subtotal for Cost Center Water:</b>	<b>\$54.47</b>

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<b>Vendor Subtotal:</b>	<b>\$54.47</b>
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## AMERI-TECH EQUIPMENT CO.

18488 STOCK, MULTI	\$1,184.03
18531 STOCK, HOIST FRAME	\$4,380.68
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$5,564.71</b>

18452 COMMERCIAL CONTAINERS	\$12,428.57
18452 COMMERCIAL CONTAINERS	\$6,731.52
18450 SHOE FOR PLOW 222277	\$43.97
18480 NEW 90 GAL CONTAINERS	\$13,540.08
18480 NEW 90 GAL CONTAINERS	\$15,000.00
103977 BLADE ROLLER 222283	\$475.74
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$48,219.88</b>

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<b>Vendor Subtotal:</b>	<b>\$53,784.59</b>
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## ANDREEN HUNT CONSTRUCTION INC.

3658 E CASPER ZONE III WATER SYSTEM	\$115,045.03
3658 E CASPER ZONE III WATER SYSTEM	\$56,663.97

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

CONSTRUCTION, INC.	Subtotal for Cost Center Water:	\$171,709.00
	Vendor Subtotal:	\$171,709.00
ARCADIS U.S., INC.	0888827 ENGINEERING SERVICES FOR WWTP	\$3,820.44
	Subtotal for Cost Center Waste Water:	\$3,820.44
	Vendor Subtotal:	\$3,820.44
ARROWHEAD HEATING & AIR CONDITIONING	10495 JANUARY FILTER CHANGE	\$180.00
	Subtotal for Cost Center Balefill:	\$180.00
	10524 CAT SHED HEATER	\$3,537.67
	Subtotal for Cost Center Refuse Collection:	\$3,537.67
	Vendor Subtotal:	\$3,717.67
ATLANTIC ELECTRIC, INC.	7253 5 & MCKIN J-BOXES 17-020	\$941.00
	Subtotal for Cost Center Capital Projects - Engineering	\$941.00
	7322 SNOWMAKING LINE REPAIR	\$225.00
	Subtotal for Cost Center Hogadon:	\$225.00
	Vendor Subtotal:	\$1,166.00
ATS SPECIALIZED INC	RIN0028342 SHIP BALER TO GA	\$4,222.00
	Subtotal for Cost Center Balefill:	\$4,222.00
	Vendor Subtotal:	\$4,222.00
AUTOMATION & ELECTRONICS, INC.	E-118416 CRL LEACHATE RISER CONTROLLER	\$1,320.00
	Subtotal for Cost Center Balefill:	\$1,320.00
	Vendor Subtotal:	\$1,320.00
BLACK HILLS ENERGY	AP00018301251808 NATURAL GAS	\$4,751.20
	AP00019701251808 NATURAL GAS	\$73.50
	AP00023201251808 NATURAL GAS	\$252.42
	Subtotal for Cost Center Aquatics:	\$5,077.12
	AP00022901251808 NATURAL GAS	\$4,223.73
	Subtotal for Cost Center Balefill:	\$4,223.73

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

AP00018701251808 NATURAL GAS	\$265.34
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$265.34</b>
AP00022601251808 NATURAL GAS	\$349.88
<b>Subtotal for Cost Center Cemetery:</b>	<b>\$349.88</b>
AP00018501251808 NATURAL GAS	\$219.15
AP00018901251808 NATURAL GAS	\$190.45
AP00019001251808 NATURAL GAS	\$778.86
AP00022701251808 NATURAL GAS	\$1,620.23
<b>Subtotal for Cost Center City Hall:</b>	<b>\$2,808.69</b>
AP00018601251808 NATURAL GAS	\$412.36
AP00023001251808 NATURAL GAS	\$1,789.76
AP00023801251808 NATURAL GAS	\$591.09
<b>Subtotal for Cost Center Fire:</b>	<b>\$2,793.21</b>
AP00019401251808 NATURAL GAS	\$2,988.64
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$2,988.64</b>
AP00019501251808 NATURAL GAS	\$552.30
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$552.30</b>
AP00018801251808 NATURAL GAS	\$373.53
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$373.53</b>
AP00018401251808 NATURAL GAS	\$972.97
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$972.97</b>
AP00019201251808 NATURAL GAS	\$1,662.82
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$1,662.82</b>
AP00022201251808 NATURAL GAS	\$194.01
<b>Subtotal for Cost Center Parks:</b>	<b>\$194.01</b>
AP00019101251808 NATURAL GAS	\$1,116.13
<b>Subtotal for Cost Center Recreation:</b>	<b>\$1,116.13</b>
AP00019301251808 NATURAL GAS	\$17.50
<b>Subtotal for Cost Center Sewer:</b>	<b>\$17.50</b>
AP00022801251808 NATURAL GAS	\$9,589.78
AP00023701251808 NATURAL GAS	\$197.75
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$9,787.53</b>
AP00023101251808 NATURAL GAS	\$344.21
AP00023301251808 NATURAL GAS	\$1,273.93

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

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Subtotal for Cost Center Water:	\$1,618.14
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RIN0028354 ENERGY HEAT	\$8,234.09
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Subtotal for Cost Center Water Treatment Plant:	\$8,234.09
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Vendor Subtotal:	\$43,035.63
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## BOCK, APRIL

0030190697 UTILITY REFUND	\$12.46
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Subtotal for Cost Center Water:	\$12.46
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Vendor Subtotal:	\$12.46
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## BRENNTAG PACIFIC, INC.

BPI801178 FERRIC CHLORIDE DELIVERY WWTP	\$9,209.40
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Subtotal for Cost Center Waste Water:	\$9,209.40
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Vendor Subtotal:	\$9,209.40
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## CARDINAL, DANI

0030228799 UTILITY REFUND	\$49.41
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Subtotal for Cost Center Water:	\$49.41
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Vendor Subtotal:	\$49.41
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## CARLTON, MARY

0030190695 UTILITY REFUND	\$26.85
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Subtotal for Cost Center Water:	\$26.85
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Vendor Subtotal:	\$26.85
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## CAROLINA SOFTWARE

66549 QUARTER SPEC WASTE SOFTWARE	\$250.00
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66689 QUARTERLY SCALEHOUSE SOFTWARE	\$450.00
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Subtotal for Cost Center Balefill:	\$700.00
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Vendor Subtotal:	\$700.00
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## CASPER AREA TRANSPORTATION COALITION

2017-1201 DECEMBER 17 FTA CATC EXPENSES	\$41,492.13
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2017-1203 DECEMBER 17 CITY CATC EXPENSES	\$40,650.30
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2017-1204 DECEMBER 17 CITY BUS EXPENSES	\$19,542.82
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2017-1202 DECEMBER 17 FTA BUS EXPENSES	\$19,683.46
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Subtotal for Cost Center C.A.T.C.:	\$121,368.71
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Vendor Subtotal:	\$121,368.71
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# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

<b>CASPER DOWNTOWN DEVELOPMENT AUTHORITY</b>	45 ROLLOVER TO FY17 - DOWNTOWN PL	\$1,274,974.91
	<b>Subtotal for Cost Center City Manager:</b>	<b>\$1,274,974.91</b>
	<b>Vendor Subtotal:</b>	<b>\$1,274,974.91</b>
<b>CASPER HOUSING AUTHORITY</b>	310 FY18 1%#15 ONE CENT FUNDING	\$36,779.95
	<b>Subtotal for Cost Center One Cent #15:</b>	<b>\$36,779.95</b>
	<b>Vendor Subtotal:</b>	<b>\$36,779.95</b>
<b>CASPER NATRONA COUNTY HEALTH DEPARTMENT</b>	0024346-IN MONTHLY FUNDING	\$45,000.00
	0024472-IN MONTHLY FUNDING	\$45,000.00
	0024551-IN MONTHLY FUNDING	\$45,000.00
	<b>Subtotal for Cost Center Social Community Services:</b>	<b>\$135,000.00</b>
	<b>Vendor Subtotal:</b>	<b>\$135,000.00</b>
<b>CENTRAL WY. RESCUE MISSION</b>	RIN0028344 FY18 1%#15 ONE CENT FUNDING	\$60,367.30
	<b>Subtotal for Cost Center One Cent #15:</b>	<b>\$60,367.30</b>
	<b>Vendor Subtotal:</b>	<b>\$60,367.30</b>
<b>CENTURYLINK</b>	RIN0028340 PHONE USE	\$34.71
	<b>Subtotal for Cost Center City Hall:</b>	<b>\$34.71</b>
	RIN0028340 PHONE USE	\$64.90
	<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$64.90</b>
	RIN0028340 PHONE USE	\$60.84
	RIN0028340 PHONE USE	\$299.91
	RIN0028340 PHONE USE	\$22.71
	RIN0028388 PHONE USE	\$11,003.28
	RIN0028387 PHONE USE	\$489.95
	<b>Subtotal for Cost Center Communications Center:</b>	<b>\$11,876.69</b>
	RIN0028359 PHONE USE	\$38.71
	<b>Subtotal for Cost Center Engineering:</b>	<b>\$38.71</b>
	AP00013201251808 VOIP	\$1,888.12
	AP00014301251808 VOIP PHONE	\$708.63
	<b>Subtotal for Cost Center Finance:</b>	<b>\$2,596.75</b>
	RIN0028386 PHONE USE	\$45.71
	<b>Subtotal for Cost Center Fire:</b>	<b>\$45.71</b>

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

RIN0028340 PHONE USE	\$62.86
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$62.86</b>
RIN0028343 PHONE USE	\$154.12
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$154.12</b>
RIN0028359 PHONE USE	\$45.57
<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$45.57</b>
RIN0028340 PHONE USE	\$121.69
<b>Subtotal for Cost Center Parks:</b>	<b>\$121.69</b>
RIN0028343 PHONE USE	\$1.39
RIN0028388 PHONE USE	\$1,024.08
RIN0028388 PHONE USE	\$50.70
RIN0028388 PHONE USE	\$296.03
<b>Subtotal for Cost Center Police:</b>	<b>\$1,372.20</b>
RIN0028359 PHONE USE	\$43.51
RIN0028369 PHONE USE	\$64.19
<b>Subtotal for Cost Center Sewer:</b>	<b>\$107.70</b>
RIN0028340 PHONE USE	\$1,837.16
RIN0028369 PHONE USE	\$45.47
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$1,882.63</b>
RIN0028340 PHONE USE	\$194.70
<b>Subtotal for Cost Center Water:</b>	<b>\$194.70</b>
<b>Vendor Subtotal:</b>	<b>\$18,598.94</b>

## CHAD ZIEHL

RIN0028352 STEEL TOE WORK BOOTS CZIEHL	\$75.00
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$75.00</b>
<b>Vendor Subtotal:</b>	<b>\$75.00</b>

## CHILDREN'S ADVOCACY PROJECT, INC.

WE42391 GENERAL FUND AGENCY FUNDING	\$10,000.00
WE42392 GENERAL FUND AGENCY FUNDING	\$10,000.00
<b>Subtotal for Cost Center Social Community Services:</b>	<b>\$20,000.00</b>
<b>Vendor Subtotal:</b>	<b>\$20,000.00</b>

## CIGNA HEALTH & LIFE INSURANCE COMPANY

2233283 PLAN ADMIN FEES	\$11,305.63
<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$11,305.63</b>

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

INSURANCE COMPANY

<b>Vendor Subtotal:</b>	<b>\$11,305.63</b>
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## CITY OF CASPER

5128/159849 JAN 18 MPO MONTHLY GIS SERVICE	\$657.78
5128/159849 JAN 18 MPO MONTHLY GIS SERVICE	\$6,258.89
<b>Subtotal for Cost Center Metropolitan Planning:</b>	<b>\$6,916.67</b>

159643 COMMUNITY PROMOT. CAHC NOV ICE	\$1,406.25
159647 COMMUNITY PROMOT. SOCCER FALL	\$99.00
159997 COMMUNITY PROMOT. CAHC DEC	\$747.50
159858 CHRISTMAS PARADE COUNCIL APRV	\$150.00
<b>Subtotal for Cost Center Social Community Services:</b>	<b>\$2,402.75</b>

<b>Vendor Subtotal:</b>	<b>\$9,319.42</b>
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## CITY OF CASPER - BALEFILL

525/159744 SANITATION	\$19.74
525/160020 SANITATION	\$26.32
525/159921 SANITATION	\$22.09
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$68.15</b>

2772/159745 SANITATION	\$4,921.84
2772/159749 SANITATION	\$4,444.79
2772/159777 SANITATION	\$4,339.51
2772/159802 SANITATION	\$4,929.83
2772/159862 SANITATION	\$5,307.24
2772/159715 SANITATION	\$5,178.46
2772/160022 SANITATION	\$5,396.54
2772/159891 SANITATION	\$5,050.62
2772/159922 SANITATION	\$4,531.70
2772/159981-999 SANITATION	\$5,040.24
2772/160066 SANITATION	\$4,233.25
2772/159955 SANITATION	\$4,641.72
2772/160009 SANITATION	\$5,359.88
2772/160041 SANITATION	\$4,470.09
2772/160140-160 SANITATION	\$4,764.82
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$72,610.53</b>

1276/159743 SANITATION	\$124.55
1276/159801 SANITATION	\$108.10
1276/160021 SANITATION	\$152.28
1276/159890 SANITATION	\$143.82
1276/159980 SANITATION	\$105.28
1276/160139 SANITATION	\$94.94
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$728.97</b>

<b>Vendor Subtotal:</b>	<b>\$73,407.65</b>
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# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

## CIVIL ENGINEERING PROFESSIONALS, INC.

17-006-009 MCKINLEY STREET UNDERPASS STOR	\$9,403.75
<b>Subtotal for Cost Center Streets:</b>	<b>\$9,403.75</b>
17-030-03 CY & VALLEY HILLS TANK VENTS	\$360.00
17-045-02 CY BOOSTER STATION PROFESSIONA	\$1,725.25
17-045-02 CY BOOSTER STATION PROFESSIONA	\$849.75
14-066-34 EAST CASPER ZONE III PROJECT 1	\$43,272.41
14-066-34 EAST CASPER ZONE III PROJECT 1	\$21,313.28
<b>Subtotal for Cost Center Water:</b>	<b>\$67,520.69</b>
<b>Vendor Subtotal:</b>	<b>\$76,924.44</b>

## COLLECTION CENTER INC.

974300000323 COLLECTION FEES	\$34.12
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$34.12</b>
974600000195 COLLECTION FEES	\$135.00
<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$135.00</b>
972000000393 COLLECTION FEES	\$155.08
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$155.08</b>
972000000393 COLLECTION FEES	\$117.86
<b>Subtotal for Cost Center Sewer:</b>	<b>\$117.86</b>
972000000393 COLLECTION FEES	\$347.38
<b>Subtotal for Cost Center Water:</b>	<b>\$347.38</b>
<b>Vendor Subtotal:</b>	<b>\$789.44</b>

## COMMUNICATION TECHNOLOGIES, INC.

76082 NEW RADIO SINGLE AXLE PLOW TRK	\$300.25
<b>Subtotal for Cost Center Balefill:</b>	<b>\$300.25</b>
79127 NEW RADIO PARKS RELOADER	\$489.80
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$489.80</b>
<b>Vendor Subtotal:</b>	<b>\$790.05</b>

## COMTRONIX, INC.

48284 SWF REMODEL	\$132.00
<b>Subtotal for Cost Center Balefill:</b>	<b>\$132.00</b>
48231 REPAIR PAGING SYS/ SPEAKERS	\$612.00
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$612.00</b>

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

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<b>Vendor Subtotal:</b>	<b>\$744.00</b>
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<b>DAVIDSON, HOLLY</b>	0030190706 UTILITY REFUND	\$54.47
	<b>Subtotal for Cost Center Water:</b>	<b>\$54.47</b>

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<b>Vendor Subtotal:</b>	<b>\$54.47</b>
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<b>DELL MARKETING LP</b>	10219075842 SERVER LICENSE MILESTONE	\$600.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$600.00</b>

	10218038936 OFFICE PRO FOR MCPHEETERS	\$345.47
	<b>Subtotal for Cost Center Police:</b>	<b>\$345.47</b>

	10219075826 MILESTONE SURVEILLANCE LICENSE	\$600.00
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$600.00</b>

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<b>Vendor Subtotal:</b>	<b>\$1,545.47</b>
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<b>DELTA DENTAL PLAN OF WY.</b>	RIN0028379 DENTAL PREMIUM	\$1,540.00
	<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$1,540.00</b>

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<b>Vendor Subtotal:</b>	<b>\$1,540.00</b>
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<b>DESERT MTN. CORP.</b>	17-57627 ICE SLICER	\$4,480.07
	17-57628 ICE SLICER	\$4,086.61
	17-57725 ICE SLICER	\$5,533.21
	<b>Subtotal for Cost Center Streets:</b>	<b>\$14,099.89</b>

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<b>Vendor Subtotal:</b>	<b>\$14,099.89</b>
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<b>DIEBOLD, INC.</b>	800442157 CONTRACT SCALEHOUSE DRAWER	\$588.98
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$588.98</b>

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<b>Vendor Subtotal:</b>	<b>\$588.98</b>
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<b>DONNELLY, DANI</b>	0030190704 UTILITY REFUND	\$52.45
	<b>Subtotal for Cost Center Water:</b>	<b>\$52.45</b>

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<b>Vendor Subtotal:</b>	<b>\$52.45</b>
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<b>DPC INDUSTRIES, INC.</b>	727000353-17 CHEMICAL NAHYPO	\$6,530.16
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# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

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Subtotal for Cost Center	Water Treatment Plant:	\$6,530.16
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Vendor Subtotal:	\$6,530.16
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## EATON SALES & SVC., INC.

4063470-IN FUEL PUMP REPAIR	\$202.28
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Subtotal for Cost Center	Balefill:	\$202.28
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Vendor Subtotal:	\$202.28
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## ELIZABETH BECHER

5109 QUARTERLY ROTARY DUES	\$243.00
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Subtotal for Cost Center	Planning:	\$243.00
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Vendor Subtotal:	\$243.00
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## ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

5265 LIFT STATION UPGRADES	\$7,025.88
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Subtotal for Cost Center	Refuse Collection:	\$7,025.88
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Vendor Subtotal:	\$7,025.88
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## ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC

93405433 ANNUAL GIS ESRI LICENSE FEE	\$4,992.75
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93405433 ANNUAL GIS ESRI LICENSE FEE	\$47,507.25
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Subtotal for Cost Center	Metropolitan Planning:	\$52,500.00
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Vendor Subtotal:	\$52,500.00
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## FAMILY JOURNEY CENTER

113035 FY18 1%#15 ONE CENT FUNDING	\$89.98
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1712-0603 FY18 1%#15 ONE CENT FUNDING	\$615.72
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126 FY18 1%#15 ONE CENT FUNDING	\$885.28
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Subtotal for Cost Center	One Cent #15:	\$1,590.98
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Vendor Subtotal:	\$1,590.98
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## FIRST DATA MERCHANT SVCS CORP.

REMI1299233 CC FEES	\$4,021.27
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Subtotal for Cost Center	Balefill:	\$4,021.27
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REMI1299237 CC SERVICES	\$35.02
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Subtotal for Cost Center	Cemetery:	\$35.02
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REMI1299236 CREDIT CARD FEES	\$4.40
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Subtotal for Cost Center	Engineering:	\$4.40
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REMI1299227 CREDIT CARD FEES	\$1,620.34
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# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

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Subtotal for Cost Center Finance:	\$1,620.34
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REMI1292370 CREDIT CARD FEES	\$139.42
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Subtotal for Cost Center Municipal Court:	\$139.42
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Vendor Subtotal:	\$5,820.45
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## FIRST INTERSTATE BANK

RIN0028353 DEPOSIT TICKETS	\$40.46
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Subtotal for Cost Center Cemetery:	\$40.46
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RIN0028346 SERVICE CHARGES	\$19.89
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RIN0028345 LOCKBOX FEES	\$1,813.73
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Subtotal for Cost Center Finance:	\$1,833.62
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RIN0028363 PROGRAMS & PROJECTS-GIFT CARDS	\$263.00
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Subtotal for Cost Center Human Resources:	\$263.00
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Vendor Subtotal:	\$2,137.08
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## FIRST INTERSTATE BANK - PETTY CASH

RIN0028357 PETTY CASH	\$15.87
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Subtotal for Cost Center Aquatics:	\$15.87
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RIN0028374 WITNESS FEES	\$115.00
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RIN0028375 WITNESS FEES	\$20.00
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Subtotal for Cost Center Municipal Court:	\$135.00
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RIN0028357 PETTY CASH	\$1.96
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RIN0028357 PETTY CASH	\$15.88
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Subtotal for Cost Center Recreation:	\$17.84
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Vendor Subtotal:	\$168.71
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## FIRSTIDEA INC

17-450 Assessment Center Development	\$9,500.00
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Subtotal for Cost Center Fire:	\$9,500.00
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Vendor Subtotal:	\$9,500.00
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## GARLICK LAW OFFICE PC

2846 COURT APPOINTED ATTY	\$756.40
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2847 COURT APPOINTED ATTY	\$614.45
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2830 COURT APPOINTED ATTY	\$1,053.81
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2831 COURT APPOINTED ATTY	\$384.64
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Subtotal for Cost Center Municipal Court:	\$2,809.30
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Vendor Subtotal:	\$2,809.30
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# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

GLOBAL SPECTRUM L.P.	0000502-IN JMMONTGOMERY - TICKETS	\$43,527.00
	Subtotal for Cost Center Casper Events Center:	\$43,527.00
	Vendor Subtotal:	\$43,527.00
GOLDER ASSOCIATES	501509 CLOSED BALEFILL POST CLOSURE	\$1,377.34
	Subtotal for Cost Center Balefill:	\$1,377.34
	Vendor Subtotal:	\$1,377.34
GOVERNMENTJOBS.COM	INV23206 ONBOARD SOFTWARE LICENSE	\$12,750.00
	Subtotal for Cost Center Human Resources:	\$12,750.00
	Vendor Subtotal:	\$12,750.00
GREATER WYOMING BIG BROTHERS, BIG SISTERS	2015-10 FY18 1%#15 ONE CENT FUNDING	\$5,162.28
	Subtotal for Cost Center One Cent #15:	\$5,162.28
	Vendor Subtotal:	\$5,162.28
GREGORY YONEDA	RIN0028341 MILEAGE 2017	\$47.29
	Subtotal for Cost Center Information Services:	\$47.29
	Vendor Subtotal:	\$47.29
GRIMSHAW CONSTRUCTION	0030228802 UTILITY REFUND	\$12.98
	Subtotal for Cost Center Water:	\$12.98
	Vendor Subtotal:	\$12.98
GRIZZLY EXCAVATING & CONST. LLC.	RIN0028348 RETAINAGE RELEASE 16-049	\$5,809.20
	Subtotal for Cost Center Capital Projects - Streets:	\$5,809.20
	RIN0028348 ENGLISH AVENUE STREET IMPROVEM	\$25.12
	2017551 15TH & ELM ST IMPROV. PHASE 2	\$1,404.00
	Subtotal for Cost Center Streets:	\$1,429.12
	Vendor Subtotal:	\$7,238.32

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

GSG ARCHITECTURE	17287 DESIGN & CONST ADMIN FOR FIRE	\$37,439.55
	Subtotal for Cost Center Fire:	\$37,439.55
	Vendor Subtotal:	\$37,439.55
HACH CO., CORP.	10788730 LAB SUPPLIES	\$1,376.94
	Subtotal for Cost Center Water Treatment Plant:	\$1,376.94
	Vendor Subtotal:	\$1,376.94
HARVEY, LARRY	0030190694 UTILITY REFUND	\$37.00
	0030190694 UTILITY REFUND	\$0.02
	Subtotal for Cost Center Water:	\$37.02
	Vendor Subtotal:	\$37.02
HDR ENGINEERING, INC.	1200097627 WATER RIGHTS & SUPPLY ANALYSIS	\$2,337.38
	Subtotal for Cost Center Water:	\$2,337.38
	Vendor Subtotal:	\$2,337.38
HOFFMAN, BRITTANY	0030190699 UTILITY REFUND	\$47.89
	Subtotal for Cost Center Water:	\$47.89
	Vendor Subtotal:	\$47.89
HOMAX OIL SALES, INC.	0394189-IN BULK FUEL	\$14,910.12
	0395616-IN FLUID FOR EQUIP STOR BLDG	\$147.60
	Subtotal for Cost Center Balefill:	\$15,057.72
	0394737-IN STOCK, GT-1-10W30 48QTS	\$291.84
	0395050-IN STOCK, 02/F2 DIESEL 8012 GAL	\$19,144.50
	0395048-IN STOCK, 01/F1 UNLEADED 8212 GAL	\$15,252.97
	Subtotal for Cost Center Fleet Maintenance:	\$34,689.31
	CL84763 DECEMBER FUEL	\$2,698.55
	Subtotal for Cost Center Water:	\$2,698.55
	Vendor Subtotal:	\$52,445.58
HORKAN, JO	0030190698 UTILITY REFUND	\$16.91
	Subtotal for Cost Center Water:	\$16.91

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

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<b>Vendor Subtotal:</b>	<b>\$16.91</b>
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## HURST, SABRINA

0030190705 UTILITY REFUND	\$21.92
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<b>Subtotal for Cost Center Water:</b>	<b>\$21.92</b>
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<b>Vendor Subtotal:</b>	<b>\$21.92</b>
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## INBERG-MILLER ENGINEERS

19093CM01.6 TSTNG POPLAR ST ASPH CORING	\$853.31
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<b>Subtotal for Cost Center Sewer:</b>	<b>\$853.31</b>
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19093CM02.2 LANDMARK DR MAT. TEST 17-026	\$136.00
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19066CE03 COLUMBINE STREET IMPROVEMENTS	\$811.82
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<b>Subtotal for Cost Center Streets:</b>	<b>\$947.82</b>
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<b>Vendor Subtotal:</b>	<b>\$1,801.13</b>
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## INSTALLATION & SVC. CO.

268600 RETAINAGE RELEASE 15-65	\$3,206.25
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<b>Subtotal for Cost Center Capital Projects - Streets:</b>	<b>\$3,206.25</b>
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<b>Vendor Subtotal:</b>	<b>\$3,206.25</b>
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## INTERWEST PAPER INC

69462 RECYCLING	\$606.00
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69461 RECYCLING	\$553.44
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<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$1,159.44</b>
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<b>Vendor Subtotal:</b>	<b>\$1,159.44</b>
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## ISC, INC/VENTURE TECHNOLOGIES

SIN0022646 PHONES	\$1,529.25
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SIN022218 PHONE WALLMOUNT KIT	\$46.12
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<b>Subtotal for Cost Center Finance:</b>	<b>\$1,575.37</b>
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SIN021741 HOGADON NETWRK SWTCH PROC	\$8,224.40
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<b>Subtotal for Cost Center Hogadon:</b>	<b>\$8,224.40</b>
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SIN022572 CISCO FIREWALL	\$9,301.05
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<b>Subtotal for Cost Center Information Technology:</b>	<b>\$9,301.05</b>
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SIN022895 SPILLMAN SERVER UPGRADE	\$35,429.61
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SIN022766 SPILLMAN SERVER UPGRADE	\$4,446.00
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SIN022657 SPILLMAN SERVER UPGRADE	\$16,707.08
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<b>Subtotal for Cost Center Police:</b>	<b>\$56,582.69</b>
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# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

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<b>Vendor Subtotal:</b>	<b>\$75,683.51</b>
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## JEREMY STEVENS

RIN0028371 WORK COAT J STEVENS	\$45.00
RIN0028333 STEEL TOE WORK BOOTS JSTEVENS	\$75.00
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$120.00</b>

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<b>Vendor Subtotal:</b>	<b>\$120.00</b>
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## KCWY-TV

688608-1 ADVERTIISING	\$210.00
688614-1 ADVERTISING	\$75.00
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$285.00</b>

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<b>Vendor Subtotal:</b>	<b>\$285.00</b>
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## KEELING, BRENDA

0030190700 UTILITY REFUND	\$45.54
<b>Subtotal for Cost Center Water:</b>	<b>\$45.54</b>

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<b>Vendor Subtotal:</b>	<b>\$45.54</b>
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## KEITH MCPHEETERS

RIN0028326 MOVING EXPENSES	\$987.84
<b>Subtotal for Cost Center Police:</b>	<b>\$987.84</b>

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<b>Vendor Subtotal:</b>	<b>\$987.84</b>
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## KELLY SVCS., INC.

52069537 BALER LABOR	\$427.46
51128510 BALER LABOR	\$825.44
01101446 BALER LABOR	\$589.60
03139492 BALER LABOR	\$589.60
02151446 BALER LABOR	\$589.60
<b>Subtotal for Cost Center Balefill:</b>	<b>\$3,021.70</b>

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<b>Vendor Subtotal:</b>	<b>\$3,021.70</b>
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## KENNETH ROLLISON

RIN0028378 WORK ATTIRE REIMBURSEMENT	\$99.85
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$99.85</b>

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<b>Vendor Subtotal:</b>	<b>\$99.85</b>
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## KEVIN ROBERTS

RIN0028384 WORK CLOTHES REIMBURSEMENT	\$79.22
<b>Subtotal for Cost Center Parks:</b>	<b>\$79.22</b>

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

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RIN0028384 WORK CLOTHES REIMBURSEMENT	\$100.00
<b>Subtotal for Cost Center Weed And Pest:</b>	<b>\$100.00</b>

<b>Vendor Subtotal:</b>	<b>\$179.22</b>
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**KIMERY, KARYSSA**

0030190696 UTILITY REFUND	\$58.02
<b>Subtotal for Cost Center Water:</b>	<b>\$58.02</b>

<b>Vendor Subtotal:</b>	<b>\$58.02</b>
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**KNIFE RIVER/JTL**

164170 3/8" CRUSHED ROCK	\$284.00
<b>Subtotal for Cost Center Streets:</b>	<b>\$284.00</b>

<b>Vendor Subtotal:</b>	<b>\$284.00</b>
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**KOBIE HOWELL**

RIN0028351 CLASS TUITION	\$1,353.01
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$1,353.01</b>

<b>Vendor Subtotal:</b>	<b>\$1,353.01</b>
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**KRISTA JOHNSTON**

2415 STEEL TOE BOOTS, PER POLICY	\$47.25
<b>Subtotal for Cost Center Sewer:</b>	<b>\$47.25</b>

<b>Vendor Subtotal:</b>	<b>\$47.25</b>
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**KTWO TELEVISION**

21145 ADVERTISING	\$1,020.00
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$1,020.00</b>

<b>Vendor Subtotal:</b>	<b>\$1,020.00</b>
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**KUBWATER RESOURCES,  
INC**

07277 ZETAG 7593 DRY POLYMER	\$5,018.98
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$5,018.98</b>

<b>Vendor Subtotal:</b>	<b>\$5,018.98</b>
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**LEWIS, CORY**

0030228798 UTILITY REFUND	\$16.65
<b>Subtotal for Cost Center Water:</b>	<b>\$16.65</b>

<b>Vendor Subtotal:</b>	<b>\$16.65</b>
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# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

LINCOLN NATL. LIFE INS. CO.	RIN0028385 LIFE INSURANCE PREMIUM	\$267.65
	Subtotal for Cost Center Health Insurance:	\$267.65
	Vendor Subtotal:	\$267.65
LONG BUILDING TECHNOLOGIES	SRVCE0087400 REPL GATE CARD READER	\$598.82
	Subtotal for Cost Center Fleet Maintenance:	\$598.82
	Vendor Subtotal:	\$598.82
MATERI, JAMIE	0030228797 UTILITY REFUND	\$6.79
	Subtotal for Cost Center Water:	\$6.79
	Vendor Subtotal:	\$6.79
MICHAEL MCDANIELS	RIN0028338 SAFETY BOOTS	\$69.30
	Subtotal for Cost Center Water Treatment Plant:	\$69.30
	Vendor Subtotal:	\$69.30
MICKELSON, REBECA	0030190702 UTILITY REFUND	\$7.21
	Subtotal for Cost Center Water:	\$7.21
	Vendor Subtotal:	\$7.21
MOYER, JOSHUA	0030228795 UTILITY REFUND	\$46.87
	Subtotal for Cost Center Water:	\$46.87
	Vendor Subtotal:	\$46.87
NALCO CHEMICAL CO.	66316901 FERROUS CHLORIDE NPSSI-CCF	\$16,128.00
	66322705 FERROUS CHLORIDE NPSSI-CCF	\$16,279.20
	Subtotal for Cost Center Waste Water:	\$32,407.20
	Vendor Subtotal:	\$32,407.20
NATRONA COUNTY - SHERIFFS' OFFICE	2906 NOVEMBER ADULT PRISONER CARE	\$77,791.28
	Subtotal for Cost Center Police:	\$77,791.28
	Vendor Subtotal:	\$77,791.28

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

NATRONA COUNTY COMMISSIONERS	3990 CASPER COLLEGE ROTARY PARK TRA	\$109,988.32
	Subtotal for Cost Center City Manager:	\$109,988.32
	3988 FY18 1%#15 ONE CENT BIATHLON	\$154,181.50
	Subtotal for Cost Center One Cent #15:	\$154,181.50
	Vendor Subtotal:	\$264,169.82
NEWCOM TECHNOLOGIES	47375 LICENSE AGREEMENT	\$1,200.00
	Subtotal for Cost Center Cemetery:	\$1,200.00
	Vendor Subtotal:	\$1,200.00
NICOLAYSEN ART MUSEUM	17-040 FY18 1%#15 ONE CENT FUNDING	\$5,025.00
	Subtotal for Cost Center One Cent #15:	\$5,025.00
	Vendor Subtotal:	\$5,025.00
NORTH AMERICAN UV, INC	1529 TROJAN 3000 PLUS STEP UV LAMPS	\$27,900.00
	Subtotal for Cost Center Waste Water:	\$27,900.00
	Vendor Subtotal:	\$27,900.00
ONE CALL OF WY.	47045 DEC17 LOCATE TICKETS	\$89.44
	Subtotal for Cost Center Sewer:	\$89.44
	47045 DEC17 LOCATE TICKETS	\$109.31
	Subtotal for Cost Center Water:	\$109.31
	Vendor Subtotal:	\$198.75
PARKRIDGE LLC	0030228801 UTILITY REFUND	\$12.67
	Subtotal for Cost Center Water:	\$12.67
	Vendor Subtotal:	\$12.67
P-CARD VENDORS	00068494 CENTURYLINK/SPEEDPAY - Purchas	\$252.24
	00068505 CENTURYLINK/SPEEDPAY - Purchas	\$15.05
	00068524 CENTURYLINK/SPEEDPAY - Purchas	\$253.39
	00069056 AMAZON MKTPLACE PMTS - Purchas	\$30.25
	00069064 NORCO INC - Purchase	\$378.21

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

00069066 AMAZON MKTPLACE PMTS - Purchas	\$19.56
00069112 NORCO INC - Purchase	\$148.85
00068521 CENTURYLINK/SPEEDPAY - Purchas	\$15.05
00068553 HAWKINS INC - Purchase	\$2,091.85
00068559 COMTRONIX - Purchase	\$395.32
00068568 THE WEBSTaurant STORE - Purcha	\$138.78
00068588 CASPER FIRE EXTINGUISH - Purch	\$184.64
00068629 BAILEYS ACE HDWE - Purchase	\$13.57
00068500 PAYPAL AQUAGROUP - Purchase	\$85.95
00068503 SQU SQ DOUBLE D WELDI - Purch	\$575.00
00068119 DOLLAR TREE - Purchase	\$29.00
00068218 ADVANCED TECHNOLOGY PR - Purch	\$149.00
00068298 CRESCENT ELECTRIC 103 - Purcha	\$30.04
00068316 WM SUPERCENTER #3778 - Purchas	\$71.38
00067844 SAMSClub #6425 - Purchase	\$52.38
00067844 SAMSClub #6425 - Purchase	\$33.94
00067865 BAILEYS ACE HDWE - Purchase	\$4.49
00067883 INTUIT IN PEDENS INC - Purch	\$1,107.50
00068113 PARTY CITY - Purchase	\$77.91
<b>Subtotal for Cost Center Aquatics:</b>	<b>\$6,153.35</b>
00068432 SPORTSMANS WAREHOUSE 1 - Purch	\$49.99
00068007 BEST BUY 00015271 - Purch	\$69.99
00068017 WYOMING MACHINERY CO - Purchas	\$198.19
00068700 WW GRAINGER - Purchase	\$14.70
00068780 BLOEDORN LUMBER CASPER - Purch	\$7.19
00068788 BAILEYS ACE HDWE - Purchase	\$172.86
00068819 BLACK HILLS UTILITY - Purchase	\$73.50
00068860 CASPER TIRE 0000705 - Purchase	\$25.00
00068910 THE HOME DEPOT #6001 - Purchas	\$85.48
00068912 BLOEDORN LUMBER CASPER - Purch	\$138.66
00068929 SQ SQ 307 DETAIL - Purch	\$150.00
00068940 BAILEYS ACE HDWE - Purchase	\$5.29
00068963 WW GRAINGER - Purchase	\$262.44
00069003 INTUIT IN ICLEAN307 - Purcha	\$2,150.00
00069184 LONG BLDG. TECHNOLOGIE - Credi	-\$757.89
00068318 STAPLES 00114181 - Purch	\$24.99
00068747 LONG BLDG. TECHNOLOGIE - Purch	\$757.89
00068879 SOURCE OFFICE AND TECH - Purch	\$59.18
00068959 SOURCE OFFICE AND TECH - Purch	\$20.28
00069009 BAILEYS ACE HDWE - Purchase	\$65.98
00069021 CALL2RECYCLE - Purchase	\$90.00
00069022 AIRGAS CENTRAL - Purchase	\$491.78
00069049 AIRGAS CENTRAL - Purchase	\$27.00
00069093 BEARING BELTCHAIN00244 - Purch	\$28.87
00069093 BEARING BELTCHAIN00244 - Purch	\$126.46
00069132 BARGREEN WYOMING 25 - Purchase	\$14.23
00069137 FEDEXOFFICE 00009423 - Purch	\$1,722.41

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

00069005 BLOEDORN LUMBER CASPER - Purch	\$389.72
00069057 SHERWIN WILLIAMS 70343 - Purch	\$41.99
00069069 BLOEDORN LUMBER CASPER - Purch	\$7,234.82
00069103 DIAMOND VOGEL PAINT #7 - Purch	\$24.09
00069173 CASPER STAR TRIBUNE - Purchase	\$769.76
00069186 CASPER STAR TRIBUNE - Purchase	\$756.80
00069201 CASPER STAR TRIBUNE - Purchase	\$723.20
00068199 BAILEYS ACE HDWE - Purchase	\$132.49
00068307 AIRGAS CENTRAL - Purchase	\$105.30
00068341 SAMS CLUB #6425 - Purchase	\$106.43
00068341 SAMS CLUB #6425 - Purchase	\$240.73
00068345 MICHAELSFENCE&SUPPLYIN - Purch	\$18.46
00068348 CASPER WINNELSON CO - Purchase	\$90.74
00068353 AIRGAS CENTRAL - Purchase	\$79.14
00068357 SOURCE OFFICE AND TECH - Purch	\$75.58
00068368 WYOMING MACHINERY CO - Purchas	\$186.68
00068372 CMI-TECO - Purchase	\$2,497.93
00068388 source office	\$105.86
00068388 SOURCE OFFICE AND TECH - Purch	\$82.08
00068447 WYOMING MACHINERY CO - Purchas	\$62.85
00068463 MENARDS CASPER WY - Purchase	\$52.11
00068469 CPU IIT - Purchase	\$119.95
00068480 COCA COLA BOTTLING CO - Purcha	\$7.35
00068484 WYOMING MACHINERY CO - Purchas	\$887.88
00068496 INT IN CASPER SAFETY - Purcha	\$610.00
00068537 BAILEYS ACE HDWE - Purchase	\$11.96
00068564 WYOMING STEEL AND RECY - Purch	\$265.38
00068570 SOURCE OFFICE AND TECH - Purch	\$110.17
00068580 STAPLES 00114181 - Purch	\$57.97
00068580 STAPLES 00114181 - Purch	\$11.98
00068594 AIRGAS CENTRAL - Purchase	\$65.83
00068608 CASPER WINNELSON CO - Purchase	\$19.73
00068609 BLOEDORN LUMBER CASPER - Purch	\$2,165.24
00068617 FASTENAL COMPANY01 - Purchase	\$2,273.24
00068636 SAMS CLUB #6425 - Purchase	\$128.10
00068651 BLOEDORN LUMBER CASPER - Purch	\$45.82
00068658 ARCHITECTURALGLAZINGCO - Purch	\$1,391.88
00068686 CASPER WINNELSON CO - Purchase	\$19.02
00068688 AGP PROPANE SERVICES - Purchas	\$68.42
00068689 AGP PROPANE SERVICES - Purchas	\$66.77
00068693 REXEL 3212 - Purchase	\$87.69
00068694 AGP PROPANE SERVICES - Purchas	\$77.79
00068704 CASPER WINNELSON CO - Purchase	\$132.37
00068710 AGP PROPANE SERVICES - Purchas	\$48.90
00068728 AGP PROPANE SERVICES - Purchas	\$105.18
00068735 AGP PROPANE SERVICES - Purchas	\$827.21
00068738 CASPER WINNELSON CO - Purchase	\$9.00
00068746 INT IN GREAT PLAINS C - Purch	\$1,473.91

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

00068750 AGP PROPANE SERVICES - Purchas	\$70.55
00068751 BLOEDORN LUMBER CASPER - Purch	\$15.21
00068752 CASPER WINNELSON CO - Purchase	\$48.41
00068753 AGP PROPANE SERVICES - Purchas	\$50.19
00068755 AGP PROPANE SERVICES - Purchas	\$102.63
00068758 AGP PROPANE SERVICES - Purchas	\$1,369.31
00068760 CASPER WINNELSON CO - Purchase	\$72.07
00068795 BLOEDORN LUMBER CASPER - Credi	-\$84.71
00068836 CASPER WINNELSON CO - Purchase	\$25.99
00068865 THE HOME DEPOT #6001 - Purchas	\$83.92
00068619 CASPER STAR TRIBUNE - Purchase	\$422.80
00067962 SOLID WASTE ASSOCIA - Purchase	\$1,249.00
00067962 SOLID WASTE ASSOCIA - Purchase	\$212.00
00068052 GEOTECH - Purchase	\$912.98
00068070 MENARDS CASPER WY - Purchase	\$858.00
00068077 BAILEYS ACE HDWE - Purchase	\$814.92
<b>Subtotal for Cost Center Balefill:</b>	<b>\$37,163.24</b>
00068926 BARGREEN WYOMING 25 - Purchase	\$14.80
00068957 DIAMOND VOGEL PAINT #7 - Purch	\$13.74
00067871 THE HON CO. CUST. SERV - Purch	\$20.86
00068133 ATLAS OFFICE PRODUCTS - Purcha	\$32.19
00068590 BARGREEN WYOMING 25 - Purchase	\$71.55
00068650 CRESCENT ELECTRIC 103 - Purcha	\$5.04
00068759 MENARDS CASPER WY - Purchase	\$20.96
00068382 ATLAS OFFICE PRODUCTS - Purcha	\$37.68
00068982 APPLIED IND TECH 2733 - Purcha	\$235.29
00069019 MENARDS CASPER WY - Purchase	\$59.98
00069096 AIRGAS CENTRAL - Purchase	\$50.57
00068383 CASPER WINNELSON CO - Purchase	\$259.79
00068402 BAILEYS ACE HDWE - Purchase	\$20.98
00068407 CASPER WINNELSON CO - Purchase	\$32.52
00068411 CASPER WINNELSON CO - Purchase	\$48.25
00068418 CASPER WINNELSON CO - Purchase	\$26.10
00068435 CASPER WINNELSON CO - Purchase	\$15.34
00068446 RMI WYOMING INC - Purchase	\$129.60
00068492 CASPER WINNELSON CO - Purchase	\$42.21
00068495 SAMS CLUB #6425 - Purchase	\$53.04
00068523 GEORGE T SANDERS 20 - Purchase	\$283.00
00068533 BAILEYS ACE HDWE - Purchase	\$11.48
00068543 CASPER WINNELSON CO - Purchase	\$42.93
00068550 DIAMOND VOGEL PAINT #7 - Purch	\$43.90
00068569 DIAMOND VOGEL PAINT #7 - Purch	\$48.18
00068589 OREILLY AUTO #2746 - Purchase	\$4.99
00068610 CASPER WINNELSON CO - Purchase	\$24.65
00068671 CASPER WINNELSON CO - Purchase	\$348.08
00067437 ARCHITECTURALGLAZINGCO - Purch	\$308.50
00068936 SHERWIN WILLIAMS 70343 - Purch	\$69.70

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

00068945 CASPER WINNELSON CO - Purchase	\$57.64
00068958 CASPER WINNELSON CO - Purchase	\$10.29
00068970 SAMSCLUB #6425 - Purchase	\$43.42
00068971 WW GRAINGER - Purchase	\$23.69
00068971 WW GRAINGER - Purchase	\$42.64
00068975 CASPER WINNELSON CO - Purchase	\$59.18
00068978 CASPER WINNELSON CO - Purchase	\$31.36
00068988 SAMSCLUB #6425 - Purchase	\$106.28
00068989 BAILEYS ACE HDWE - Purchase	\$15.78
00069011 CRUM ELECTRIC SUPPLY C - Purch	\$46.41
00069044 CASPER WINNELSON CO - Purchase	\$10.26
00069065 CASPER WINNELSON CO - Purchase	\$722.06
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$3,544.91</b>
00068674 CASPER STAR TRIBUNE - Purchase	\$202.84
00068363 GEER FABRICATION SERVI - Purch	\$45,615.17
00068363 GEER FABRICATION SERVI - Purch	\$1,000.00
<b>Subtotal for Cost Center Casper Events Center:</b>	<b>\$46,818.01</b>
00068626 USPS PO 5715580945 - Purchase	\$55.65
00068506 GIH GLOBALINDUSTRIALEQ - Purch	\$282.06
<b>Subtotal for Cost Center Cemetery:</b>	<b>\$337.71</b>
00065613 WYOMING STATE BAR - Purchase	\$355.00
00068614 THOMSON WEST TCD - Purchase	\$104.19
00068649 THOMSON WEST TCD - Purchase	\$1,233.19
00068673 THOMSON WEST TCD - Purchase	\$133.74
00069054 ATLAS OFFICE PRODUCTS - Purcha	\$27.89
00069058 ATLAS OFFICE PRODUCTS - Purcha	\$37.92
<b>Subtotal for Cost Center City Attorney:</b>	<b>\$1,891.93</b>
00068816 INT IN ALLURETECH/COF - Purch	\$126.00
00068817 COMTRONIX - Purchase	\$296.00
<b>Subtotal for Cost Center City Hall:</b>	<b>\$422.00</b>
00068202 INTERNATIONAL - Purchase	\$1,400.00
00068223 INTERNATIONAL - Purchase	\$686.00
00068664 ONE TWO NINE HOSPITALI - Purch	\$30.05
00068820 ATLAS OFFICE PRODUCTS - Purcha	\$55.89
00068993 3OH7 HOSPITALITY LLC - Purchas	\$27.63
00068359 THE AREPA BARN RESTAUR - Purch	\$30.71
<b>Subtotal for Cost Center City Manager:</b>	<b>\$2,230.28</b>
00068207 VZWRLSS MY VZ VB P - Purchase	\$44.99
00069130 VZWRLSS IVR VB - Purchase	\$120.03
00068405 NETWORK FLEET. INC. - Purchase	\$227.40
00068378 AMERICAN ASSOCIATION O - Purch	\$75.00
00068380 AMERICAN ASSOCIATION O - Purch	\$75.00

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

00068393 AMERICAN ASSOCIATION O - Purch	\$75.00
00068296 WYOMING STEEL AND RECY - Purch	\$15.00
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$632.42</b>
00068547 NATIONAL MEDICAL SVC - Purchas	\$187.00
00068665 BEST BUY 00015271 - Purch	\$90.97
00064287 PRETZEL MAKER - Purchase	\$8.43
00066091 CLAIM JUMPER TOWN SQUA - Purch	\$64.04
<b>Subtotal for Cost Center Communications Center:</b>	<b>\$350.44</b>
00068784 SAMS CLUB #6425 - Purchase	\$116.32
00068149 CASPER STAR TRIBUNE - Purchase	\$846.80
00068157 CASPER STAR TRIBUNE - Purchase	\$1,011.00
00068185 CASPER STAR TRIBUNE - Purchase	\$1,954.60
00068290 TOMAS ENTERPRISES INC - Purcha	\$155.75
00068712 SILVER FOX STEAKHOUSE - Purcha	\$460.20
00068968 EGGINGTONS - Purchase	\$97.68
00068004 CPU IIT - Purchase	\$88.40
00068999 AMAZON MKTPLACE PMTS W - Purch	\$16.98
<b>Subtotal for Cost Center Council:</b>	<b>\$4,747.73</b>
00068789 ATLAS OFFICE PRODUCTS - Purcha	\$15.98
00068620 XEROX CORPORATION/RBO - Purcha	\$32.20
00068667 XEROX CORPORATION/RBO - Purcha	\$153.45
00068726 ALBERTSONS #0060 - Purchase	\$82.37
<b>Subtotal for Cost Center Engineering:</b>	<b>\$284.00</b>
00068207 VZWRLSS MY VZ VB P - Purchase	\$22.50
00068767 ATLAS OFFICE PRODUCTS - Purcha	\$17.11
00068817 COMTRONIX - Purchase	\$78.00
00068870 ATLAS OFFICE PRODUCTS - Paper	\$55.78
00069107 ATLAS OFFICE PRODUCTS - Purcha	\$7.30
00068068 CASPER STAR TRIBUNE - Purchase	\$171.70
00068459 ATLAS OFFICE PRODUCTS - Purcha	\$251.97
00068534 ATLAS OFFICE PRODUCTS - Purcha	\$404.88
00068622 ATLAS OFFICE PRODUCTS - Purcha	\$14.87
00068891 APPLIED IND TECH 2733 - Purcha	\$27.80
<b>Subtotal for Cost Center Finance:</b>	<b>\$1,051.91</b>
00068060 EXXONMOBIL 47626544 - Purch	\$49.88
00068186 SAFE KIDS WORLDWIDE - Purchase	\$50.00
00068209 WAL-MART #3778 - Purchase	\$41.75
00068482 PAYPAL RHINOTRADE - Purchase	\$780.00
00068509 PAYPAL DIGNORY0113 - Purchase	\$532.35
00068514 AED SUPERSTORE - Purchase	\$625.49
00068517 PAYPAL AVONSURGICA - Purchase	\$78.99
00068586 CCEMSSUPPLY - Purchase	\$165.00
00068764 SAFE KIDS WORLDWIDE - Purchase	\$50.00

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

00068765 WAL-MART #3778 - Purchase	\$99.67
00068794 EXXONMOBIL 47626544 - Purch	\$73.37
00068801 EXXONMOBIL 47626544 - Purch	\$29.38
00068826 MCDONALD'S F35345 - Purchase	\$7.01
00068857 LN CURTIS - Purchase	\$1,630.00
00068864 QTS RESTAURANT RIVERTO - Purch	\$24.48
00068118 EXXONMOBIL 47626544 - Purch	\$40.22
00068173 EXXONMOBIL 47626544 - Purch	\$60.50
00068183 PAYPAL ENGINEHOUSE - Purchase	\$175.00
00068299 DALE CARNEGIE - Purchase	\$4,500.00
00068302 ARCHITECTURALGLAZINGCO - Purch	\$1,867.00
00068306 EXXONMOBIL 47626544 - Purch	\$40.04
00068364 VZWRLSS MY VZ VB P - Purchase	\$1,903.15
00068462 ATLAS OFFICE PRODUCTS - Purcha	\$405.41
00068511 EXXONMOBIL 47626544 - Purch	\$56.29
00068632 ATLAS OFFICE PRODUCTS - Purcha	\$27.38
00067316 KISTLER TENT AND AWNIN - Purch	\$55.00
00067341 EXXONMOBIL 47626544 - Purch	\$46.03
00067466 EXXONMOBIL 47626544 - Purch	\$40.77
00067570 OREILLY AUTO #3155 - Purchase	\$96.98
00067635 EXXONMOBIL 47626544 - Purch	\$57.69
00067735 BEARING BELTCHAIN00244 - Purch	\$344.25
00067796 EXXONMOBIL 47626544 - Purch	\$35.25
00067957 INT'L CODE COUNCIL INC - Credi	-\$23.13
00068032 EXXONMOBIL 47626544 - Purch	\$42.23
<b>Subtotal for Cost Center Fire:</b>	<b>\$14,007.43</b>
00068857 LN CURTIS - Purchase	\$1,630.00
<b>Subtotal for Cost Center Fire Equipment:</b>	<b>\$1,630.00</b>
00068911 DECKER AUTO GLASS - Purchase	\$365.31
00068481 LN CURTIS - Purchase	\$726.00
00067985 SQU SQ GOSQ.COM DAVID - STOCK	\$100.00
00068112 DAYTON TRANSMISSION LL - Purch	\$5,068.40
00068117 GOODYEAR COMMERCIAL TI - Purch	\$684.20
00068138 COMMUNICATION TECHNOLO - Purch	\$206.00
00068696 LN CURTIS - Purchase	\$41.00
00068792 NORCO INC - Purchase	\$106.40
00068838 GOODYEAR COMMERCIAL TI - Purch	\$679.90
00068847 JACKS TRUCK AND EQUIPM - Purch	\$107.38
00068873 HENSLEY BATTERY&ELEC - Purcha	\$38.15
00068875 JACKS TRUCK AND EQUIPM - Purch	\$207.77
00068878 BOBCAT OF CASPER - Purchase	\$123.25
00068886 CMI-TECO - Purchase	\$14.04
00068897 GREINER FORD LINCOLN O - Purch	\$40.45
00068913 DRIVE TRAIN CASPER - Credit	-\$2,853.66
00068918 E&F TOWING & RECOVERY - Purcha	\$105.00
00068919 CMI-TECO - Purchase	\$124.01

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

00068924 GREINER FORD LINCOLN O - Purch	\$25.70
00068934 GREINER FORD LINCOLN O - Purch	\$6.17
00068937 GREINER FORD LINCOLN O - Purch	\$40.45
00068943 NAPA	\$1,563.51
00068943 BEARING BELTCHAIN00244 - Purch	\$23.99
00068420 WAUSAU EQUIPMENT COMPA - Purch	\$3,065.02
00068207 VZWRLSS MY VZ VB P - Purchase	\$22.50
00069035 INT IN NUTECH SPECIAL - Purch	\$57.00
00068139 S&S CASPER- PARTS - Purchase	\$490.56
00068150 INT IN ON THE HOOK LL - Purch	\$225.00
00068152 SQ SQ MAD TRANSPORTA - Purch	\$80.00
00068153 WW GRAINGER - Purchase	\$10.32
00068166 BEARING BELTCHAIN00244 - Purch	\$1,186.34
00068168 LARIAT INTERNATIONAL T - Purch	\$40.51
00068174 SAFETY KLEEN SYSTEMS B - Purch	\$800.16
00068198 AMERI-TECH EQUIPMENT C - Purch	\$190.28
00068201 GREINER FORD LINCOLN O - Purch	\$24.26
00068203 GOODYEAR COMMERCIAL TI - Purch	\$235.00
00068204 WEAR PARTS INC - Purchase	\$25.28
00068212 GREINER FORD LINCOLN O - Purch	\$89.96
00068225 KOIS BROTHERS EQUIPMEN - Purch	\$3,964.50
00068234 EATON SALES & SERVICE - Purcha	\$111.00
00068235 DRIVE TRAIN CASPER - Purchase	\$81.90
00068237 GOODYEAR COMMERCIAL TI - Purch	\$1,331.94
00068257 HELM-FORD DIAG SOFTWARE - Purch	\$650.00
00068260 JACKS TRUCK AND EQUIPM - Purch	\$176.15
00068261 ALSCO INC. - Purchase	\$595.78
00068264 WYOMING MACHINERY CO - Purchas	\$39.13
00068267 JACKS TRUCK AND EQUIPM - Purch	\$121.71
00068268 DECKER AUTO GLASS - Purchase	\$231.50
00068276 DRIVE TRAIN CASPER - Purchase	\$21.42
00068287 GREINER FORD LINCOLN O - Purch	\$89.96
00068305 WYOMING MACHINERY CO - Purchas	\$110.15
00068311 JACKS TRUCK AND EQUIPM - Purch	\$31.61
00068312 GREINER FORD LINCOLN O - Purch	\$37.31
00068320 USPS PO 5762700491 - Purchase	\$63.35
00068321 JACKS TRUCK AND EQUIPM - Purch	\$66.75
00068323 WYOMING MACHINERY CO - Purchas	\$19,831.83
00068329 CASPER WINNELSON CO - Purchase	\$48.18
00068330 NORCO INC SCRUBBS COM - Purcha	\$111.93
00068332 INT IN PETERSON EQUIP - BEVEL	\$156.35
00068337 KELLYS ALIGNMENT AND B - Purch	\$88.00
00068344 BIG HILL SERVICES - Purchase	\$774.40
00068346 JACKS TRUCK AND EQUIPM - Purch	\$35.88
00068349 INTERNATIONAL TRANSACTION - Pu	\$7.74
00068355 MCCOY SALES CORPORATIO - Purch	\$16.55
00068361 KOIS BROTHERS EQUIPMEN - Purch	\$182.55
00068366 JACKS TRUCK AND EQUIPM - Credi	-\$226.22

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

00068367 HONNEN EQUIPMENT 04 - Purchase	\$7.92
00068370 WEAR PARTS INC - Purchase	\$129.22
00068379 GOODYEAR COMMERCIAL TI - Purch	\$2,272.00
00068384 HOSE & RUBBER SUPPLY C - Purch	\$124.00
00068396 AGP PROPANE SERVICES - PROPANE	\$39.13
00068400 INT IN PETERSON EQUIP - VALVE	\$195.68
00068405 NETWORK FLEET. INC. - Purchase	\$18.95
00068409 DRIVE TRAIN CASPER - Purchase	\$198.92
00068421 DRIVE TRAIN CASPER - Purchase	\$171.17
00068423 GREINER FORD LINCOLN O - Purch	\$201.16
00068430 GREINER FORD LINCOLN O - Purch	\$273.60
00068431 DRIVE TRAIN CASPER - Purchase	\$2,130.00
00068437 DECKER AUTO GLASS - Purchase	\$15.40
00068448 GOODYEAR COMMERCIAL TI - Purch	\$626.32
00068450 INDUSTRIAL LUBRICANT C - STOCK	\$425.65
00068452 BRAKE SUPPLY COMPANY I - Purch	\$1,094.07
00068453 CASPER TIRE	\$40.00
00068453 CASPER TIRE 0000705 - Purchase	\$40.00
00068457 INT IN ON THE HOOK LL - Purch	\$450.00
00068458 E&F TOWING & RECOVERY - Purcha	\$350.00
00068464 STOTZ EQUIP-CASPER- - Purchase	\$1,085.13
00068465 JACKS TRUCK AND EQUIPM - Purch	\$114.26
00068470 HOSE & RUBBER SUPPLY C - Purch	\$95.06
00068471 S&S CASPER- PARTS - GASKETS	\$70.31
00068490 AMERI-TECH EQUIPMENT C - Purch	\$39.10
00068528 DRIVE TRAIN CASPER - Purchase	\$2,853.66
00068531 DRIVE TRAIN CASPER - Purchase	\$60.80
00068539 INT IN EMB GOLF CARTS - Purch	\$145.00
00068540 DRIVE TRAIN CASPER - Purchase	\$85.50
00068542 WYOMING MACHINERY CO - Purchas	\$21.55
00068549 SQU SQ GOSQ.COM DAVID - Purch	\$100.00
00068554 WYOMING MACHINERY CO - Purchas	\$3,326.83
00068565 HOSE & RUBBER SUPPLY C - Purch	\$189.87
00068566 CMI-TECO - Purchase	\$1,922.49
00068575 GREINER FORD LINCOLN O - Purch	\$1,246.15
00068593 WYO MACH	\$1,667.20
00068593 WYOMING MACHINERY CO - Purchas	\$7.83
00068595 DECKER AUTO GLASS - Purchase	\$287.76
00068606 GREINER FORD LINCOLN O - Purch	\$575.74
00068611 GOODYEAR COMMERCIAL TI - Purch	\$572.00
00068624 GREINER FORD LINCOLN O - Purch	\$9.75
00068627 STOTZ EQUIP-CASPER- - Purchase	\$88.93
00068642 NORCO INC - Purchase	\$41.10
00068647 INT IN PETERSON EQUIP - SWITC	\$198.73
00068657 CMI-TECO - BUZZER	\$22.97
00068672 STOTZ EQUIP-CASPER- - Purchase	\$23.24
00068678 WYOMING MACHINERY CO - Purchas	\$289.10
00068685 GOODYEAR COMMERCIAL TI - Purch	\$235.00

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

00068691 WW GRAINGER - Purchase	\$13.42
00068699 GREINER FORD LINCOLN O - Purch	\$28.82
00068711 GREINER FORD LINCOLN O - Purch	\$138.55
00068715 STOTZ EQUIP-CASPER- - STOCK PI	\$28.35
00068719 CMI-TECO - Credit	-\$56.06
00068730 SPENCER FLUID POWER - Purchase	\$501.08
00068743 INT IN PETERSON EQUIP - RELAY	\$575.27
00068748 CMI-TECO - Purchase	\$145.25
00067414 FLINT HYDRAULICS - Purchase	\$257.28
00067795 WATEROUS COMPANY - Purchase	\$1,070.50
00068327 INT IN PETERSON EQUIP - INSERT	\$1,239.44
00068369 INT IN PETERSON EQUIP - RETAI	\$350.78
00068529 GREINER FORD LINCOLN O - CONTR	\$8,198.00
00068584 BEARINGBELTCHAIN00244-PURCHAS	\$8.99
00068584 BEARING BELTCHAIN00244 - Purch	\$4,018.51
00068618 GREINER FORD LINCOLN O - Purch	\$8,116.02
00068676 INT IN PETERSON EQUIP - RELAY	\$19.70
00068714 INT IN PETERSON EQUIP - HOUSI	\$29.12
00068720 INLAND TRUCK PARTS - Credit	-\$1,436.78
00068768 INT IN PETERSON EQUIP - RETAI	\$564.70
00068774 PURVIS INDUSTRIES 67 - Purchas	\$177.50
00068783 FEDEX 789332524156 - Purchase	\$16.96
00068790 DRIVE TRAIN CASPER - DIFFERENT	\$3,400.00
00068846 MIDLAND IMPLEMENT CO - SPRING	\$2,188.99
00068856 WEAR PARTS INC - M12X1.5X35MM	\$90.30
00068867 LARIAT INTERNATIONAL T - VALVE	\$78.02
00068916 GOODYEAR COMMERCIAL TI - 235/7	\$537.60
00068925 GOODYEAR COMMERCIAL TI - 18X8.	\$147.67
00068931 GOODYEAR COMMERCIAL TI - 20X10	\$75.53
00068939 GOODYEAR COMMERCIAL TI - Credi	-\$537.66
00068944 GOODYEAR COMMERCIAL TI - 245/5	\$952.14
00068948 GOODYEAR COMMERCIAL TI - 235/7	\$485.40
00068953 INT IN PETERSON EQUIP - HOSE,	\$188.48
00068965 GREINER FORD LINCOLN O - OUTSI	\$1,949.69
00068992 GREINER FORD LINCOLN O - Credi	-\$8,116.02
00068995 CMI-TECO - PUMP	\$30.88
00069004 GREINER FORD LINCOLN O - CONTR	-\$8,116.02
00069012 PURVIS INDUSTRIES 67 - Purchas	\$98.22
00069015 WATEROUS COMPANY - PRIMER SUBA	\$1,657.45
00069023 DRIVE TRAIN CASPER - Purchase	\$609.42
00069025 WEAR PARTS INC - BOLTS	\$11.18
00069027 DECKER AUTO GLASS - Purchase	\$352.02
00069031 WEAR PARTS INC - BOLT,NUT,ZERK	\$15.94
00069033 WEAR PARTS INC - BOLTS	\$9.11
00069040 DRIVE TRAIN CASPER - Purchase	\$29.58
00069041 INT IN PETERSON EQUIP - REAR/	\$135.86
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$87,294.39</b>

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

00068205 INT IN GOEDICKE'S CUS - Purch	\$110.61
00068930 INTUIT PAYME IN ENTOO - Purch	\$620.00
00068942 INT IN GOEDICKE'S CUS - Credi	-\$5.27
00069123 PASTPERFECT SOFTWARE - Purchas	\$432.00
00069179 CPU IIT - Purchase	\$129.96
00069196 BEST BUY 00015271 - Purch	\$34.99
00068510 USPS PO 5762700491 - Purchase	\$9.41
00068656 CPU IIT - Purchase	\$2,565.00

**Subtotal for Cost Center Fort Caspar: \$3,896.70**

00069083 CHARTER COMM - Purchase	\$135.43
00069110 WYOMING GROUNDS KEEPER - Purch	\$190.00
00068331 SIERRA INDUSTRIES INC - Purcha	\$1,094.00
00068389 STAPLES 00114181 - Purch	\$64.48
00068398 WYOMING GROUNDS KEEPER - Purch	\$760.00
00068445 THE HOME DEPOT #6001 - Purchas	\$76.66
00068506 GIH GLOBALINDUSTRIALEQ - Purch	\$57.90

**Subtotal for Cost Center Golf Course: \$2,378.47**

00068928 USPS PO 5715580945 - Purchase	\$6.59
00068870 ATLAS OFFICE PRODUCTS - Paper	\$18.60

**Subtotal for Cost Center Health Insurance: \$25.19**

00066286 COWBOY SUPPLY HOUSE IN - Credi	-\$19.31
00068904 SQ SQ HTM FITTINGS, - Purcha	\$339.77
00068905 SQ SQ HTM FITTINGS, - Purcha	\$644.62
00068907 SUMMIT ELECTRIC, INC. - Purcha	\$219.36
00068997 FALLLINE CORP - Purchase	\$89.39
00069010 NORCO INC - Purchase	\$113.28
00069195 TOWNSQ MEDIA CASPER - Purchase	\$1,880.00
00068731 WAL-MART #3778 - Purchase	\$29.96
00061701 HOMEDEPOT.COM - Purchase	\$323.00
00061721 HOMEDEPOT.COM - Purchase	\$48.98
00068434 ORKIN LLC 002 - Purchase	\$109.10
00068451 CONTACT WIRELESS - Purchase	\$65.54
00068466 FALLLINE CORP - Purchase	\$677.77
00068491 ENERGY LABORATORIES - Purchase	\$20.00
00068506 GIH GLOBALINDUSTRIALEQ - Purch	\$161.30
00068507 MOUNTAIN WEST TECH - Purchase	\$49.95
00068522 GIH GLOBALINDUSTRIALEQ	\$196.07
00068187 SQU SQ CASCADE RESCUE - Purch	\$382.05
00068195 WM SUPERCENTER #3778 - Purchas	\$158.72
00068197 WAL-MART #3778 - Credit	-\$99.94
00068229 INT IN WORLD CUP SUPP - Purch	\$2,164.00
00068244 SPLIT SECOND TIMING - Purchase	\$325.00
00067058 INT IN WORLD CUP SUPP - Purch	\$346.67

**Subtotal for Cost Center Hogadon: \$8,225.28**

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

00068870 ATLAS OFFICE PRODUCTS - Paper	\$18.59
00069070 ATLAS OFFICE PRODUCTS - Purcha	\$3.29
00068176 ALBERTSONS #0062 - Purchase	\$59.41
00068211 ATLAS OFFICE PRODUCTS - Purcha	\$13.44
00068442 ATLAS OFFICE PRODUCTS - Purcha	\$13.96
00068472 ACT CITY OF CASPER - Purchase	\$304.00
00068612 STERLING BACKCHECK - Purchase	\$376.64
00068697 STAPLES 00114181 - Purch	\$12.99
00068742 DOUGH ENTERPRISES LLC - Purcha	\$11.00
00069018 INT IN POWDER RIVER S - Purch	\$80.00
<b>Subtotal for Cost Center Human Resources:</b>	<b>\$893.32</b>
00068811 SAMSCLUB.COM - Purchase	\$266.46
00068854 SAMS CLUB #6425 - Purchase	\$71.42
00068866 WAL-MART #1617 - Purchase	\$37.80
00068889 FARMER BROTHERS COFFEE - Purch	\$257.43
00068906 BAILEYS ACE HDWE - Purchase	\$11.99
00068932 FRANK J. ZAMBONI & CO. - Purch	\$35.55
00068938 NORCO INC - Purchase	\$100.60
00068125 AGP PROPANE SERVICES - Purchas	\$67.34
00068504 VISTAR ROCKY MOUNTAIN - Purcha	\$96.57
00069048 PARTY AMERICA CASPER # - Purch	\$53.31
00069056 AMAZON MKTPLACE PMTS - Purchas	\$4.60
00069066 AMAZON MKTPLACE PMTS - Purchas	\$19.57
00069098 SAMS CLUB #6425 - Purchase	\$134.60
00069112 NORCO INC - Purchase	\$148.86
00069136 VISTAR ROCKY MOUNTAIN - Purcha	\$201.48
00068962 SAMSCLUB.COM - Purchase	\$493.50
00068996 DOLLAR TREE - Purchase	\$27.00
00069006 AMAZON MKTPLACE PMTS W - Purch	\$32.46
00069029 HOWIES HOCKEY INC - Purchase	\$480.27
00069034 SQUARE SQ PAPA JOHNS - Purch	\$220.75
00068439 CASPER RECREATIONAL LE - Purch	\$175.00
00068762 AGP PROPANE SERVICES - Purchas	\$142.45
00068210 SAMSCLUB #6425 - Purchase	\$122.42
00068221 SAMSCLUB #6425 - Purchase	\$169.48
00068324 STAPLES 00114181 - Purch	\$38.98
00068365 WEAR PARTS INC - Purchase	\$152.71
00068394 AGP PROPANE SERVICES - Purchas	\$107.09
00068408 SERVING THE AMERICAN R - Purch	\$275.00
00068414 BAILEYS ACE HDWE - Purchase	\$2.80
00068438 SAMS CLUB #6425 - Purchase	\$34.64
00068476 NORCO INC - Purchase	\$58.90
00068033 SAMS CLUB #6425 - Purchase	\$37.36
00068057 SAMS CLUB #6425 - Purchase	\$36.90
00068075 SAMS CLUB #6425 - Purchase	\$48.96
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$4,164.25</b>

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

00068894 CPU IIT - Purchase	\$1,255.00
00069116 ATLAS OFFICE PRODUCTS - Purcha	\$153.62
00068375 ATLAS OFFICE PRODUCTS - Purcha	\$9.73
00068670 CBT NUGGETS - Purchase	\$1,798.20
00068920 AMAZON MKTPLACE PMTS - Purchas	\$170.76
00068951 AMAZON MKTPLACE PMTS - Purchas	\$11.99
<b>Subtotal for Cost Center Information Services:</b>	<b>\$3,399.30</b>

00068979 WESTSIDE ANIMAL HOSPIT - Purch	\$257.41
00068347 KELLY PRODUCTS - Purchase	\$313.90
00068381 TERMINIX - Purchase	\$150.00
00068405 NETWORK FLEET. INC. - Purchase	\$138.15
00068454 ANIMAL CARE EQUIP ONLI - Purch	\$766.44
00068600 SMARTSIGN - Purchase	\$117.67
00068644 NOLAND FEED INC. - Purchase	\$426.42
00068682 ALL CREATURES VETERINA - Purch	\$63.80
00068698 BEARING BELTCHAIN00244 - Purch	\$12.45
00068707 NORCO INC - Purchase	\$375.17
00068721 SUTHERLANDS 2219 - Purchase	\$576.00
00068727 ROCKYMOUNTAINFIRESYSIN - Purch	\$127.73
00068757 CASPER FIRE EXTINGUISH - Purch	\$388.50
00067585 INT IN GREAT PLAINS C - Purch	\$617.70
00067628 QUALITY OFFICE SOLUTIO - Purch	\$73.98
00067788 GALLS - Purchase	\$90.04
00067948 WAL-MART #3778 - Purchase	\$42.69
00068301 VZWRLSS APOCC VISB - Purchase	\$620.93
00068333 COCA COLA BOTTLING CO - Purcha	\$29.70
00068340 BAILEYS ACE HDWE - Purchase	\$72.95
00068681 QUALITY LOGO PRODUCTS - Purcha	\$468.45
00068888 ALBERTSONS #0062 - Purchase	\$9.90
00068941 BAILEYS ACE HDWE - Purchase	\$31.44
00069084 STAPLES 00114181 - Purch	\$66.95
00067966 BARGREEN WYOMING 25 - Purchase	\$209.16
00067997 THE HOME DEPOT #6001 - Purchas	\$39.89
00068019 NORCO INC - Purchase	\$78.70
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$6,166.12</b>

00068777 ATLAS OFFICE PRODUCTS - Purcha	\$108.35
00068426 INT IN POWDER RIVER S - Purch	\$21.00
00067507 TOP OFFICE PRODUCTS IN - Purch	\$38.00
00067560 BAILEYS ACE HDWE - Purchase	\$2.29
00067729 INT IN POWDER RIVER S - Purch	\$21.00
00068067 ATLAS OFFICE PRODUCTS - Purcha	\$55.41
00069063 TOP OFFICE PRODUCTS IN - Purch	\$38.00
<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$284.05</b>

00068579 BAILEYS ACE HDWE - Purchase	\$17.49
00068587 SHERRILLTRE - Purchase	\$1,788.16

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

00068702 CRESCENT ELECTRIC 103 - Purcha	\$496.66
00068207 VZWRLSS MY VZ VB P - Purchase	\$146.30
00069008 CRESCENT ELECTRIC 103 - Purcha	\$27.55
00069037 BAILEYS ACE HDWE - Purchase	\$4.59
00069043 CPS DISTRIBUTORS INC C - Purch	\$273.58
00069050 NORCO INC - Purchase	\$23.10
00069061 WYOMING GROUNDS KEEPER - Purch	\$760.00
00069081 SUTHERLANDS 2219 - Purchase	\$3.69
00069117 CRESCENT ELECTRIC 103 - Purcha	\$9.63
00069194 DBC IRRIGATION SUPPLY - Purcha	\$389.90
00068313 BARGREEN WYOMING 25 - Purchase	\$41.47
00068405 NETWORK FLEET. INC. - Purchase	\$126.80
00068577 DOG WASTE DEPOT - Purchase	\$199.99
00068597 TREE STUFF.COM - Purchase	\$129.96
00068599 INT IN GREEN TREE ARB - Purch	\$200.00
00068602 VZWRLSS IVR VB - Purchase	\$40.01
00068623 BLOEDORN LUMBER CASPER - Purch	\$19.33
00068641 WEAR PARTS INC - Purchase	\$128.09
00068729 WEAR PARTS INC - Purchase	\$6.59
00068412 AMERICAN SWING PRODUCT - Purch	\$38.50
00068427 THE HOME DEPOT #6001 - Purchas	\$42.42
00068478 THE HOME DEPOT #6001 - Purchas	\$23.22
00068479 MICHAELSFENCE&SUPPLYIN - Purch	\$56.00
00068502 BAILEYS ACE HDWE - Purchase	\$9.98
00068506 GIH GLOBALINDUSTRIALEQ - Purch	\$287.02
00068522 GIH GLOBALINDUSTRIALEQ - Purch	\$132.07
00068558 NORCO INC - Purchase	\$205.74
00068576 BLOEDORN LUMBER CASPER - Purch	\$20.96
00068184 MENARDS CASPER WY - Purchase	\$12.98
00068241 BAILEYS ACE HDWE - Purchase	\$11.98
00068289 STAPLES 00114181 - Purch	\$31.99
00068297 DBC IRRIGATION SUPPLY - Purcha	\$221.21
<b>Subtotal for Cost Center Parks:</b>	<b>\$5,926.96</b>
00068935 CASPER STAR TRIBUNE - Purchase	\$44.16
<b>Subtotal for Cost Center Planning:</b>	<b>\$44.16</b>
00068433 R & R REST STOPS - Purchase	\$236.30
00068440 MENARDS CASPER WY - Purchase	\$39.97
00068443 HOBBY-LOBBY #0233 - Purchase	\$23.99
00068455 PILOT 00007591 - Purch	\$34.85
00068475 BAILEYS ACE HDWE - Purchase	\$4.58
00068477 SAMS CLUB #6425 - Purchase	\$45.00
00068485 UNITED 01626020389280 - Pur	\$25.00
00068487 SPORTS BAR Q77 - Purchase	\$22.74
00068488 USPS PO 5715580945 - Purchase	\$7.40
00068489 PRECISIONRIFLEWORKSHOP - Purch	\$1,100.00
00068493 QUILLS COFFEE - Purchase	\$9.16

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

00068501 RESPOND FIRST AID OF W - Purch	\$81.02
00068515 RALLYS #8249 - Purchase	\$25.09
00068530 PUBLIC AGENCY TRAINING - Purch	\$990.00
00068535 PAYPAL REEVESCOMPA - Purchase	\$38.42
00068541 UNITED 01623801893711 - Pur	\$575.90
00068544 WESTERN WYOMING LOCK & - Purch	\$101.88
00068545 RANGER JOES - Purchase	\$323.95
00068548 AGAINST THE GRAIN BREW - Purch	\$20.17
00068551 CHINA EXPRESS GOURMET - Purcha	\$13.73
00068556 TLO TRANSUNION - Purchase	\$112.00
00068562 ARAMARK EBB - Purchase	\$6.97
00068563 CORNER STONE - Purchase	\$895.00
00068571 ANGILOS PIZZA - Purchase	\$28.08
00068615 AMAZON MKTPLACE PMTS W - Purch	\$61.48
00068625 PUBLIC AGENCY TRAINING - Purch	\$900.00
00068639 SAMS CLUB #6425 - Purchase	\$108.67
00068643 Cardinal Hall of Fame - Purcha	\$34.99
00068653 ARAMARK EBB - Purchase	\$10.15
00068666 ARAMARK VILLE GRILL - Purchase	\$10.59
00068680 ARAMARK VILLE GRILL - Purchase	\$7.41
00068705 NOODLES & CO - Purchase	\$13.52
00068732 AMAZON MKTPLACE PMTS W - Purch	\$307.40
00068769 KROGER FUEL #8752 - Purchase	\$11.37
00068782 TINSLEY FAMILY CONCESS - Purch	\$15.76
00068802 AMAZON MKTPLACE PMTS W - Purch	\$209.85
00068806 FACTORYOUTLETSTORE.COM - Purch	\$54.95
00068809 GUY'S SMOKEHOUSE - Purchase	\$23.94
00068823 AMAZON MKTPLACE PMTS W - Purch	\$209.85
00068835 UNITED 01626022948804 - Pur	\$50.00
00068848 R & R REST STOPS - Purchase	\$156.92
00068882 SUBWAY 03116324 - Purch	\$37.10
00068969 LOU TAUBERT RANCH OUTF - Credi	-\$83.79
00069000 CPU IIT - Purchase	\$205.70
00068377 TARGET 00001644 - Purch	\$80.58
00067524 MODULAR DRIVEN TECHNO - Purcha	\$171.00
00068245 LOU TAUBERT RANCH OUTF - Purch	\$83.79
00068273 NATIONAL ACADEMY OF EM - Purch	\$300.00
00065314 AMAZON MKTPLACE PMTS - Purchas	\$18.99
00065988 BUDGET.COM PREPAY RESE - Purch	\$260.72
00066647 CONOCO - TWIN STAR ENE - Purch	\$5.68
00066854 NOLAND FEED INC. - Purchase	\$75.20
00066916 SIRCHIE FINGER PRINT L - Purch	\$105.99
00067192 CONOCO - UNITED PACIFI - Purch	\$32.67
00068354 CASPER DRY CLEANERS - Purchase	\$16.22
00068449 CHICK-FIL-A #452 - Purchase	\$11.29
00069017 AMAZON.COM AMZN.COM/BI - Purch	\$30.73
00068294 IACP - Purchase	\$150.00
00068605 FBI NATIONAL ACADEMY A - Purch	\$100.00

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

00068048 THE CAMPBELL GROUP - Purchase	\$250.00
<b>Subtotal for Cost Center Police:</b>	<b>\$8,799.92</b>
00068677 SUPERSHUTTLE EXECUCARP - Purch	\$68.44
00068684 HYATT REG PHOENIX F&B - Purcha	\$18.20
00068690 PITA JUNGLE-DOWNTOWN - Purchase	\$10.35
00068703 UBER TIP BSFMR - Purchase	\$1.19
00068741 UBER TIP HMINT - Purchase	\$1.22
00068749 UBER TRIP BSFMR - Purchase	\$6.57
00068761 UBER TRIP HMINT - Purchase	\$7.17
00068776 HYATT REG PHOENIX F&B - Purcha	\$15.03
00068778 WENDYS 9038 - Purchase	\$9.21
00068785 CNCA PARKING - Purchase	\$20.00
00068796 PITA JUNGLE-DOWNTOWN - Purchase	\$10.35
00068798 SUPERSHUTTLE EXECUCARP - Credi	-\$34.22
00068808 ZEN THAI CAFE - Purchase	\$20.29
00068812 UBER TIP GIUDR - Purchase	\$3.00
00068818 UBER TRIP GIUDR - Purchase	\$14.78
00068830 UBER TIP HQN7J - Purchase	\$1.22
00068831 PEI WEI - 33 - Purchase	\$10.26
00068837 UBER TRIP HQN7J - Purchase	\$5.75
00068839 UBER TRIP 27PTO - Purchase	\$8.89
00068855 HYATT REGENCY PHOENIX - Purcha	\$587.61
00068862 UBER TIP 27PTO - Purchase	\$1.77
00068519 PARKWAY PLAZA HOTEL AN - Purch	\$65.00
00068567 CONF CRIME AGNST WOMEN - Purch	\$1,840.00
00068734 UNITED 01626022190671 - Pur	\$25.00
<b>Subtotal for Cost Center Police Grants:</b>	<b>\$2,717.08</b>
00068021 CPU IIT - Purchase	\$917.98
00068870 ATLAS OFFICE PRODUCTS - Paper	\$18.59
00068885 URGENT CARE OF CASPER - Purcha	\$541.00
<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$1,477.57</b>
00069056 AMAZON MKTPLACE PMTS - Purchas	\$25.64
00069056 AMAZON MKTPLACE PMTS - Purchas	\$4.60
00069064 NORCO INC - Purchase	\$378.21
00069066 AMAZON MKTPLACE PMTS - Purchas	\$19.57
00069112 NORCO INC - Purchase	\$148.86
00069148 PAYPAL WATERHOGMAT - Purchase	\$263.98
00069225 NORCO INC - Purchase	\$84.43
00069270 PP MDFURNITURE - Purchase	\$100.00
00068967 WEISSMAN DESIGNS FOR D - Credi	-\$62.95
00069032 SPORTSMITH - Purchase	\$102.02
00068410 0970 CED - Purchase	\$111.00
00068546 PP MDFURNITURE - Purchase	\$75.00
00068687 NORCO INC - Purchase	\$57.70
00068518 TOYSPLASHCOM - Purchase	\$51.63

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

00068314 CRUM ELECTRIC SUPPLY C - Purch	\$83.10
00068342 DOLLAR TREE - Purchase	\$20.00
00068419 SAMS CLUB #6425 - Purchase	\$80.14
00067876 PARTY CITY - Purchase	\$28.96
00067979 OTC BRANDS, INC. - Purchase	\$22.46
<b>Subtotal for Cost Center Recreation:</b>	<b>\$1,594.35</b>

00068814 CONOCO - HOMAX OIL SAL - Purch	\$147.60
00068849 AIRGAS CENTRAL - Purchase	\$480.40
00068950 CASPER TIRE 0000705 - Purchase	\$45.00
00068991 AIRGAS CENTRAL - Purchase	\$19.34
00069166 ALL-OUT FIRE EXTINGUIS - Purch	\$64.00
00069024 ARCHITECTURALGLAZINGCO - Purch	\$9.08
00069030 CMI-TECO - Purchase	\$602.92
00069080 ALL-OUT FIRE EXTINGUIS - Purch	\$32.00
00069097 SEARS ROEBUCK 2341 - Purchas	\$54.99
00068309 RECYCLE STICKERS.COM - Purchas	\$133.57
00068310 CASPER TIRE 0000705 - Purchase	\$42.50
00068350 INDUSTRIAL SCREEN & MA - Purch	\$220.00
00068387 SQ SQ 307 DETAIL - Purch	\$540.00
00068392 MURDOCH'S RANCH & HOME - Purch	\$37.96
00068405 NETWORK FLEET. INC. - Purchase	\$473.75
00068413 CASPER TIRE 0000705 - Purchase	\$37.50
00068425 STAPLES 00114181 - Purch	\$73.45
00068516 BAILEYS ACE HDWE - Purchase	\$16.73
00068601 CASPER STAR TRIBUNE - Purchase	\$215.80
00068640 WYOMING STEEL AND RECY - Purch	\$4,878.30
00068652 BLOEDORN LUMBER CASPER - Purch	\$645.30
00068660 CMI-TECO - Purchase	\$706.65
00068708 AIRGAS CENTRAL - Purchase	\$29.12
00068754 CMI-TECO - Purchase	\$100.68
00067073 AIS IND AND CONST SUPP - Purch	\$1,497.19
00068154 FACEBK 99MZUFEKH2 - Purchase	\$64.24
00068156 FACEBK C9MZUFEKH2 - Purchase	\$0.93
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$11,169.00</b>

00068613 WYOMING AUTOMOTIVE - Purchase	\$128.78
00068645 SAMSClub #6425 - Purchase	\$53.33
00068663 CASPER CONTRACTORS SUP - Purch	\$64.14
00068695 CMS MAGNETICS - Purchase	\$622.26
00068799 HARBOR FREIGHT TOOLS 3 - Purch	\$11.98
00068850 HARBOR FREIGHT TOOLS 3 - Purch	\$57.99
00068851 HOSE & RUBBER SUPPLY C - Purch	\$76.68
00068883 UW CASHIER OFFICE - Purchase	\$520.00
00068207 VZWRLSS MY VZ VB P - Purchase	\$22.50
00068966 THE UPS STORE 2200 - Purchase	\$64.61
00068986 HARBOR FREIGHT TOOLS 3 - Purch	\$26.99
00068987 WYOMING AUTOMOTIVE - Purchase	\$32.64

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

00069073 BAILEYS ACE HDWE - Purchase	\$12.27
00069156 CASPER STAR TRIBUNE - Purchase	\$223.12
00069192 BAILEYS ACE HDWE - Purchase	\$63.98
00068405 NETWORK FLEET. INC. - Purchase	\$18.95
00068391 SQ SQ BRECK MEDIA GR - Purch	\$140.00
00068401 CASPER STAR TRIBUNE - Purchase	\$384.51
00068417 TOWNSQ MEDIA CASPER - Purchase	\$333.00
00068422 HARBOR FREIGHT TOOLS 3 - Purch	\$33.98
00068460 WEAR PARTS INC - Purchase	\$10.37
00068538 MENARDS CASPER WY - Purchase	\$20.61
00068592 PACIFIC HIDE AND FUR # - Purch	\$118.45
00068154 FACEBK 99MZUFEKH2 - Purchase	\$56.31
00068156 FACEBK C9MZUFEKH2 - Purchase	\$2.16
<b>Subtotal for Cost Center Sewer:</b>	<b>\$3,099.61</b>
00068833 SONNYS RV SALES - Purchase	\$42.32
00068207 VZWRLSS MY VZ VB P - Purchase	\$22.50
00069038 PURVIS INDUSTRIES 67 - Purchas	\$21.24
00068405 NETWORK FLEET. INC. - Purchase	\$549.55
00068659 VZWRLSS IVR VB - Purchase	\$40.01
00068745 LYLE SIGNS - Purchase	\$351.95
00068456 TOP OFFICE PRODUCTS IN - Purch	\$57.16
00068616 CASPER STAR TRIBUNE - Purchase	\$207.16
00068317 SQU SQ ATLANTIC ELECT - Purch	\$525.00
00068326 ALSCO INC. - Purchase	\$349.40
00068352 SQU SQ ATLANTIC ELECT - Purch	\$740.00
00068386 NORCO INC - Purchase	\$65.28
00068415 MENARDS CASPER WY - Purchase	\$25.60
00068231 CASPER STAR TRIBUNE - Purchase	\$517.48
<b>Subtotal for Cost Center Streets:</b>	<b>\$3,514.65</b>
00068733 ENVIRONMENTAL EXPRESS - Purcha	\$187.53
00068739 LONG BLDG. TECHNOLOGIE - Purch	\$531.00
00068772 WW GRAINGER - Purchase	\$29.58
00068775 NORCO INC - Purchase	\$160.00
00068834 STOTZ EQUIP-CASPER- - Purchase	\$9.65
00068874 ATLAS OFFICE PRODUCTS - Purcha	\$12.43
00068915 SAMS CLUB #6425 - Purchase	\$163.22
00068207 VZWRLSS MY VZ VB P - Purchase	\$44.99
00069039 WW GRAINGER - Purchase	\$99.64
00069091 DANA KEPNER CO. - Purchase	\$2,143.02
00069122 BLOEDORN LUMBER CASPER - Purch	\$287.98
00069145 BAILEYS ACE HDWE - Purchase	\$189.92
00068308 BAILEYS ACE HDWE - Purchase	\$22.85
00068339 CONOCO - HOMAX OIL SAL - Purch	\$141.14
00068356 PACE ANALYTICAL SERVIC - Purch	\$30.00
00068362 USPS PO 5715580478 - Purchase	\$7.08
00068374 WW GRAINGER - Purchase	\$218.52

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

00068391 SQ SQ BRECK MEDIA GR - Purch	\$140.00
00068395 TFS FISHER SCI ATL - Purchase	\$469.10
00068401 CASPER STAR TRIBUNE - Purchase	\$384.51
00068404 LOU'S GLOVES INC - Purchase	\$415.00
00068416 ATLAS OFFICE PRODUCTS - Purcha	\$14.80
00068417 TOWNSQ MEDIA CASPER - Purchase	\$333.00
00068424 BLOEDORN LUMBER CASPER - Purch	\$115.92
00068436 BLOEDORN LUMBER CASPER - Purch	\$16.45
00068441 ATLAS OFFICE PRODUCTS - Purcha	\$63.20
00068473 WASTECORP PUMPS, LLC - Purchas	\$2,406.58
00068526 ROTO ROOTER - Purchase	\$440.00
00068573 NORTHROP BOILER WORKS - Purcha	\$58.45
00068104 WW GRAINGER - Purchase	\$139.81
00068154 FACEBK 99MZUFEKH2 - Purchase	\$56.31
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$9,331.68</b>
00068909 BEARING BELTCHAIN00244 - Purch	\$6.44
00068914 71 SOIL AND STONE - Purchase	\$4,639.20
00068444 ENERGY LABORATORIES, I - Purch	\$308.00
00068467 SUTHERLANDS 2219 - Purchase	\$5.43
00068468 SUTHERLANDS 2219 - Purchase	\$0.42
00068486 TOP OFFICE PRODUCTS IN - Purch	\$90.48
00068508 WM SUPERCENTER #1617 - Purchas	\$6.68
00068555 BAILEYS ACE HDWE - Purchase	\$3.03
00068560 INT IN GREAT PLAINS C - Purch	\$32.60
00068574 USPS PO 5715580945 - Purchase	\$13.70
00068631 ENERGY LABORATORIES, I - Purch	\$374.00
00068669 USPS PO 5715580945 - Purchase	\$147.00
00068675 INBERG-MILLER ENGINEER - Purch	\$171.50
00068679 USPS PO 5762700491 - Purchase	\$294.00
00068740 HARBOR FREIGHT TOOLS 3 - Purch	\$34.99
00068815 MOUNTAIN STATES LITHOG - Purch	\$241.04
00068822 CRUM ELECTRIC SUPPLY C - Purch	\$12.81
00068832 UNITED STATES WELDING - Purcha	\$19.57
00068877 CASPER CONTRACTORS SUP - Purch	\$116.00
00068887 SIX ROBBLEES NO 19 - Purchase	\$13.74
00068895 CONOCO - HOMAX OIL SAL - Purch	\$85.92
00068900 SIX ROBBLEES NO 19 - Purchase	\$20.72
00068207 VZWRLSS MY VZ VB P - Purchase	\$71.25
00068974 SQU SQ WYOMING UNDERG - Purch	\$156.00
00068990 ATLAS OFFICE PRODUCTS - Purcha	\$23.06
00069002 ENERGY LABORATORIES, I - Purch	\$352.00
00069051 GEORGE T SANDERS 20 - Purchase	\$197.36
00069074 AGP PROPANE SERVICES - Purchas	\$30.97
00069102 FEDEX 789403863170 - Purchase	\$45.22
00069108 71 SOIL AND STONE - Purchase	\$1,262.70
00069119 GEORGE T SANDERS 20 - Purchase	\$18.00
00069187 71 SOIL AND STONE - Purchase	\$356.20

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

00069207 CASPER WINNELSON CO - Purchase	\$15.84
00068405 NETWORK FLEET. INC. - Purchase	\$170.55
00068328 BEARING BELTCHAIN00244 - Purch	\$39.98
00066987 SQ SQ FINISH LINE SY - Purch	\$1,555.22
00068227 GEORGE T SANDERS 20 - Purchase	\$84.00
00068274 WM SUPERCENTER #3778 - Purchas	\$22.98
00068293 HOSE & RUBBER SUPPLY C - Purch	\$11.61
<b>Subtotal for Cost Center Water:</b>	<b>\$11,050.21</b>

00068582 XEROX CORPORATION/RBO - Purcha	\$271.16
00068585 UPS 0000008F045W018 - Purchase	\$115.47
00068654 ENERGY LABORATORIES - Purchase	\$225.00
00068669 USPS PO 5715580945 - Purchase	\$49.00
00068717 BEARING BELTCHAIN00244 - Purch	\$12.87
00068756 EUROFINs EATON ANALYTI - Purch	\$100.00
00068881 ENERGY LABORATORIES - Purchase	\$231.00
00068892 ENERGY LABORATORIES - Purchase	\$22.00
00068896 URGENT CARE OF CASPER - Purcha	\$40.00
00068899 ENERGY LABORATORIES - Purchase	\$37.00
00068903 UNITED STATES WELDING - Purcha	\$3,265.05
00068921 REXEL 3212 - Purchase	\$185.84
00068207 VZWRLSS MY VZ VB P - Purchase	\$22.50
00069014 IDEXX DISTRIBUTION INC - Purch	\$1,150.14
00069016 CASPER STAR TRIBUNE - Purchase	\$46.70
00069099 SUTHERLANDS 2219 - Purchase	\$6.49
00069101 COASTAL CHEMICAL CO LL - Purch	\$29.61
00069154 ATLAS OFFICE PRODUCTS - Purcha	\$98.69
00069200 SUTHERLANDS 2219 - Purchase	\$51.97
00068284 CASPER STAR TRIBUNE - Purchase	\$514.32
00068947 CASPER STAR TRIBUNE - Credit	-\$514.32
00068336 ATLAS OFFICE PRODUCTS - Purcha	\$7.42
00068338 ATLAS OFFICE PRODUCTS - Purcha	\$177.91
00068343 WW GRAINGER - Credit	-\$40.84
00068390 COASTAL CHEMICAL CO LL - Purch	\$28.50
00068403 ENERGY LABORATORIES - Purchase	\$22.00
00068406 ENERGY LABORATORIES - Purchase	\$225.00
00068428 ATLAS OFFICE PRODUCTS - Purcha	\$55.78
00068090 WW GRAINGER - Purchase	\$40.84
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$6,477.10</b>

00068893 STAPLES 00114181 - Purch	\$116.96
00068360 HONNEN EQUIPMENT 04 - GRAPPLE	\$1,437.83
00068713 AMAZON MKTPLACE PMTS W - Purch	\$86.97
00068325 INTL SOC ARBORICULTURE - Purch	\$187.00
00068506 GIH GLOBALINDUSTRIALEQ - Purch	\$397.86
<b>Subtotal for Cost Center Weed And Pest:</b>	<b>\$2,226.62</b>

<b>Vendor Subtotal:</b>	<b>\$305,421.34</b>
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# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

POSTAL PROS SOUTHWEST INC	45068 WEB POSTING	\$4,288.86
	4476 UTILITY BILLING FEES	\$292.45
	4528 UTILITY BILLING FEES	\$2,732.57
	4491 UTILITY BILLING FEES	\$2,525.32
	Subtotal for Cost Center Finance:	\$9,839.20
	Vendor Subtotal:	\$9,839.20
POVERTY RESISTANCE FOOD PANTRY	18997 FY18 1%#15 ONE CENT FUNDING	\$5,461.77
	Subtotal for Cost Center One Cent #15:	\$5,461.77
	Vendor Subtotal:	\$5,461.77
PREISLER, KEN/SANDRA	0030190703 UTILITY REFUND	\$15.65
	Subtotal for Cost Center Water:	\$15.65
	Vendor Subtotal:	\$15.65
PRINTWORKS	11492 LETTERHEAD - CM FOR ENG	\$176.65
	Subtotal for Cost Center Engineering:	\$176.65
	Vendor Subtotal:	\$176.65
PUBLIC SAFETY COMMUNICATIONS CENTER	734/159841 MONTHLY PSCC USER FEES	\$2,622.29
	Subtotal for Cost Center Metro Animal:	\$2,622.29
	1276/159842 MONTHLY PSCC USER FEES	\$572.73
	Subtotal for Cost Center Water:	\$572.73
	Vendor Subtotal:	\$3,195.02
RAFTELIS FINANCIAL CONSULTANTS INC	CAWY1702-11 SYSTEM INVESTMENT CHARGE/COST	\$1,481.78
	Subtotal for Cost Center Sewer:	\$1,481.78
	CAWY1702-11 SYSTEM INVESTMENT CHARGE/COST	\$1,481.78
	Subtotal for Cost Center Waste Water:	\$1,481.78
	CAWY1702-11 SYSTEM INVESTMENT CHARGE/COST	\$2,256.69
	Subtotal for Cost Center Water:	\$2,256.69
	Vendor Subtotal:	\$5,220.25

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

RAMSHORN CONSTRUCTION, INC.	RIN0028355 2017 SANITARY SEWER PROJECT	\$74,924.00
	Subtotal for Cost Center Sewer:	\$74,924.00
	Vendor Subtotal:	\$74,924.00
RICHARD YOUNG	RIN0028315 VEHICLE USE REIMBURSEMENT	\$93.62
	Subtotal for Cost Center Fort Caspar:	\$93.62
	Vendor Subtotal:	\$93.62
ROCKY MOUNTAIN POWER	AP00014901251808 ELECTRICITY	\$5,016.54
	AP00016901251808 ELECTRICITY	\$431.46
	Subtotal for Cost Center Aquatics:	\$5,448.00
	RIN0028350 LANDFILL REMEDIATION PROGRAM	\$516.46
	AP00016701251808 ELECTRICITY	\$10,285.29
	Subtotal for Cost Center Balefill:	\$10,801.75
	AP00016801251808 ELECTRICITY	\$195.15
	Subtotal for Cost Center Buildings & Structures:	\$195.15
	AP00015001251808 ELECTRICITY	\$207.55
	Subtotal for Cost Center Cemetery:	\$207.55
	AP00015101251808 ELECTRICITY	\$2,953.53
	AP00015101251808 ELECTRICITY	\$1,242.59
	AP00015101251808 ELECTRICITY	\$33.67
	AP00015101251808 ELECTRICITY	\$1,082.60
	Subtotal for Cost Center City Hall:	\$5,312.39
	AP00015501251808 ELECTRICITY	\$2,574.20
	AP00024001251808 ELECTRICITY	\$626.15
	Subtotal for Cost Center Fire:	\$3,200.35
	AP00015401251808 ELECTRICITY	\$4,073.24
	Subtotal for Cost Center Fleet Maintenance:	\$4,073.24
	AP00015601251808 ELECTRICITY	\$632.47
	Subtotal for Cost Center Fort Caspar:	\$632.47
	AP00015701251808 ELECTRICITY	\$3,081.88
	Subtotal for Cost Center Golf Course:	\$3,081.88
	AP00015801251808 ELECTRICITY	\$7,418.92

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

AP00023501251808 ELECTRICITY	\$3,951.35
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$11,370.27</b>
AP00015901251808 ELECTRICITY	\$6,835.23
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$6,835.23</b>
AP00016001251808 ELECTRICITY	\$1,040.71
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$1,040.71</b>
AP00016101251808 ELECTRICITY	\$1,925.13
AP00018001251808 ELECTRICITY	\$3,690.33
AP00018101251808 ELECTRICITY	\$2,739.78
AP00023601251808 ELECTRICITY	\$58.85
<b>Subtotal for Cost Center Parks:</b>	<b>\$8,414.09</b>
AP00016201251808 ELECTRICITY	\$315.58
<b>Subtotal for Cost Center Police:</b>	<b>\$315.58</b>
AP00015201251808 ELECTRICITY	\$3,565.71
<b>Subtotal for Cost Center Recreation:</b>	<b>\$3,565.71</b>
AP00016301251808 ELECTRICITY	\$460.47
AP00023901251808 ELECTRICITY	\$59.33
<b>Subtotal for Cost Center Sewer:</b>	<b>\$519.80</b>
AP00016401251808 ELECTRICITY	\$48,810.24
AP00017001251808 ELECTRICITY	\$85.87
AP00024101251808 ELECTRICITY	\$82.75
<b>Subtotal for Cost Center Streets:</b>	<b>\$48,978.86</b>
AP00016601251808 ELECTRICITY	\$27,449.65
AP000242012218 ELECTRICITY	\$250.46
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$27,700.11</b>
AP00016501251808 ELECTRICITY	\$16,905.56
<b>Subtotal for Cost Center Water:</b>	<b>\$16,905.56</b>
RIN0028365 ELECTRICITY	\$40,638.47
RIN0028365 ELECTRICITY	\$8,247.49
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$48,885.96</b>
<b>Vendor Subtotal:</b>	<b>\$207,484.66</b>
6189 INSURANCE CLAIM 1112CA/ 101293	\$3,186.34
6164SUP INSURANCE CLAIM 1015/ 101241	\$796.10
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$3,982.44</b>

**ROD BARSTAD'S PAINT &  
AUTO BODY**

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

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<b>Vendor Subtotal:</b>	<b>\$3,982.44</b>
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## ROEBER, TODD

0030228800 UTILITY REFUND	\$57.70
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<b>Subtotal for Cost Center Water:</b>	<b>\$57.70</b>
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<b>Vendor Subtotal:</b>	<b>\$57.70</b>
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## SENIOR PATIENT ADVOCATES

2017-1002 OTHER CONTRACTUAL	\$450.00
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2018-0011 MEDICARE CONSULTATION	\$450.00
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<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$900.00</b>
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<b>Vendor Subtotal:</b>	<b>\$900.00</b>
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## SHAMROCK ENVIRONMENTAL CORPORATION

RIN0028362 RETAINAGE RELEASE 15-33	\$130,848.75
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<b>Subtotal for Cost Center Capital Projects - Streets:</b>	<b>\$130,848.75</b>
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RIN0028362 WYMNG BLVD/WTP REACH 15-33	\$31,390.63
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<b>Subtotal for Cost Center Streets:</b>	<b>\$31,390.63</b>
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<b>Vendor Subtotal:</b>	<b>\$162,239.38</b>
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## SKYLINE RANCHES

RIN0028360 201 SEWER	\$976.41
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RIN0028360 201 SEWER	-\$97.64
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<b>Subtotal for Cost Center Sewer:</b>	<b>\$878.77</b>
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RIN0028360 201 SEWER	-\$349.20
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<b>Subtotal for Cost Center Waste Water:</b>	<b>-\$349.20</b>
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<b>Vendor Subtotal:</b>	<b>\$529.57</b>
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## SMARSH, INC

INV00324903 EMAIL MAINTENANCE	\$1,779.00
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<b>Subtotal for Cost Center Finance:</b>	<b>\$1,779.00</b>
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<b>Vendor Subtotal:</b>	<b>\$1,779.00</b>
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## SMITH, MICHAEL FRED/CAROL

0030228796 UTILITY REFUND	\$26.94
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<b>Subtotal for Cost Center Water:</b>	<b>\$26.94</b>
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<b>Vendor Subtotal:</b>	<b>\$26.94</b>
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## SOLID WASTE

490 CASPER BALEFILL CLOSURE -	\$3,277.44
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# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

PROFESSIONALS OF WY LLC	Subtotal for Cost Center Balefill:	\$3,277.44
	Vendor Subtotal:	<b>\$3,277.44</b>
SPILLMAN TECHNOLOGIES, INC.	37626 AFTER HRS MAIN SUPPORT	\$165.00
	Subtotal for Cost Center Communications Center:	\$165.00
	Vendor Subtotal:	<b>\$165.00</b>
STATE OF WY. - DEPT. OF AGRICULTURE	RIN0028335 ANNUAL LICENSE SCALEHOUSE FEE	\$25.00
	Subtotal for Cost Center Balefill:	\$25.00
	Vendor Subtotal:	<b>\$25.00</b>
STATE OF WY. - DIV. OF CRIMINAL INVESTIGATION	RIN0028349 Background Checks	\$60.00
	RIN0028358 Background Check Fire Oncoming	\$15.00
	Subtotal for Cost Center Fire:	\$75.00
	Vendor Subtotal:	<b>\$75.00</b>
STEALTH PARTNER GROUP	RIN0028380 MEDICAL STOPLOSS INSURANCE	\$55,600.61
	Subtotal for Cost Center Health Insurance:	\$55,600.61
	Vendor Subtotal:	<b>\$55,600.61</b>
SWI, LLC	565 SERVICE ENTRANCE GATES	\$1,100.11
	Subtotal for Cost Center Balefill:	\$1,100.11
	Vendor Subtotal:	<b>\$1,100.11</b>
TAMARA WHITMAN	RIN0028381 CRC CLASS REFUND	\$165.00
	Subtotal for Cost Center Recreation:	\$165.00
	Vendor Subtotal:	<b>\$165.00</b>
THE SCIENCE ZONE	28804 FY18 1%#15 ONE CENT FUNDING	\$122,141.73
	Subtotal for Cost Center One Cent #15:	\$122,141.73
	Vendor Subtotal:	<b>\$122,141.73</b>

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

THIRTY THREE MILE ROAD IMPROVEMENT & SVS DIST	RIN0028356 SEWER LINE FLUSHING WATER	\$88.20
	Subtotal for Cost Center Sewer:	\$88.20
	Vendor Subtotal:	\$88.20
TIM DACH	RIN0028377 WORK ATTIRE REIMBURSEMENT	\$72.49
	Subtotal for Cost Center Buildings & Structures:	\$72.49
	Vendor Subtotal:	\$72.49
TRETO CONST.	1345 RETAINAGE 17-003	-\$13,243.76
	RIN0028376 RETAINAGE RELEASE 17-041	\$2,489.55
	Subtotal for Cost Center Capital Projects - Engineering	-\$10,754.21
	1345 COLUMBINE STREET IMP	\$132,437.63
	Subtotal for Cost Center Streets:	\$132,437.63
	Vendor Subtotal:	\$121,683.42
TWEED'S WHOLESALE	356271 TOILET PAPER,SOAP	\$359.55
	Subtotal for Cost Center Recreation:	\$359.55
	Vendor Subtotal:	\$359.55
UNIVERSITY OF WY.- COOPERATIVE EXTENSION SVC.	RIN0028188 UW EXT HOFFMAN 1/2 SALARY	\$25,136.00
	Subtotal for Cost Center Weed And Pest:	\$25,136.00
	Vendor Subtotal:	\$25,136.00
WADE WOHL	2414 STEEL TOE BOOTS, PER POLICY	\$60.00
	Subtotal for Cost Center Sewer:	\$60.00
	Vendor Subtotal:	\$60.00
WASTE WATER TREATMENT	1337/159848 MONTHLY SUMP CLEANING	\$600.00
	Subtotal for Cost Center Balefill:	\$600.00
	1276/160050 201 SEWER	\$317,715.54
	Subtotal for Cost Center Sewer:	\$317,715.54
	Vendor Subtotal:	\$318,315.54

# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

## WATER TECHNOLOGY GROUP

5410154 PUMP REPLACEMENT SUNFLOWER	\$5,330.00
<b>Subtotal for Cost Center Sewer:</b>	<b>\$5,330.00</b>
<b>Vendor Subtotal:</b>	<b>\$5,330.00</b>

## WESTERN BUSINESS SOLUTIONS

8210 POS UPGRADE TO WIN10	\$2,765.00
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$2,765.00</b>
<b>Vendor Subtotal:</b>	<b>\$2,765.00</b>

## WESTERN WATER CONSULTANTS, INC.

160360015 ROBERTSON ROAD TRAIL EXTENSION	\$151.20
RIN0028370 FY16 ROBERTSON RD TR EXT TAP M	\$37.80
<b>Subtotal for Cost Center Parks:</b>	<b>\$189.00</b>
160580022 K STREET IMPROVEMENTS - PHASE	\$304.11
<b>Subtotal for Cost Center Sewer:</b>	<b>\$304.11</b>
160580022 K STREET IMPROVEMENTS - PHASE	\$2,838.36
160580022 K STREET IMPROVEMENTS - PHASE	\$3,379.00
130130054 MIDWEST AVE RECONSTRUCTION PRO	\$252.00
<b>Subtotal for Cost Center Streets:</b>	<b>\$6,469.36</b>
160580022 K STREET IMPROVEMENTS - PHASE	\$236.53
<b>Subtotal for Cost Center Water:</b>	<b>\$236.53</b>
<b>Vendor Subtotal:</b>	<b>\$7,199.00</b>

## WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0028361 201 SEWER	\$3,433.00
RIN0028361 201 SEWER	-\$343.30
<b>Subtotal for Cost Center Sewer:</b>	<b>\$3,089.70</b>
RIN0028361 201 SEWER	-\$976.89
<b>Subtotal for Cost Center Waste Water:</b>	<b>-\$976.89</b>
<b>Vendor Subtotal:</b>	<b>\$2,112.81</b>

## WILLIAM O BOHMAN JR.

RIN0028366 Tuition Reimbursement	\$1,018.21
<b>Subtotal for Cost Center Fire:</b>	<b>\$1,018.21</b>
<b>Vendor Subtotal:</b>	<b>\$1,018.21</b>

## WILLIAMS, PORTER, DAY &

82002 LEGAL	\$209.00
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# Bills & Claims

City of Casper

01/17/2018 to 02/06/2018

NEVILLE, P.C.	Subtotal for Cost Center Property & Liability Insurance:	\$209.00
	Vendor Subtotal:	<b>\$209.00</b>
WLC ENGINEERING - SURVEYING - PLANNING	2018-10043 ROTARY PARK PATHWAY - PHASE II	\$6,001.94
	Subtotal for Cost Center City Manager:	<b>\$6,001.94</b>
	2018-10084 ENG. SVCS - SURVEYOR	\$145.00
	Subtotal for Cost Center Engineering:	<b>\$145.00</b>
	2018-10065 HOGADON UNDERGROUND INJECTION	\$7,460.10
	Subtotal for Cost Center Hogadon:	<b>\$7,460.10</b>
	2018-10043 ROTARY PARK PATHWAY - PHASE II	\$1,500.49
	Subtotal for Cost Center One Cent #15:	<b>\$1,500.49</b>
	2018-10027 WEST CASPER ZONE II WATER SYST	\$1,008.75
	2018-10027 WEST CASPER ZONE II WATER SYST	\$496.85
	Subtotal for Cost Center Water:	<b>\$1,505.60</b>
	Vendor Subtotal:	<b>\$16,613.13</b>
WY. DEPT. OF WORKFORCE SVCS.	RIN0028373 UNEMPLOYMENT	\$150.60
	Subtotal for Cost Center Balefill:	<b>\$150.60</b>
	RIN0028373 UNEMPLOYMENT	\$1,739.44
	Subtotal for Cost Center Casper Events Center:	<b>\$1,739.44</b>
	RIN0028373 UNEMPLOYMENT	\$418.00
	Subtotal for Cost Center Cemetery:	<b>\$418.00</b>
	RIN0028373 UNEMPLOYMENT	\$6,650.00
	Subtotal for Cost Center Fleet Maintenance:	<b>\$6,650.00</b>
	RIN0028373 UNEMPLOYMENT	\$3,779.84
	Subtotal for Cost Center Metro Animal:	<b>\$3,779.84</b>
	RIN0028373 UNEMPLOYMENT	\$3.50
	Subtotal for Cost Center Recreation:	<b>\$3.50</b>
	Vendor Subtotal:	<b>\$12,741.38</b>
WY. SYMPHONY ORCHESTRA	40605 FY18 1%#15 ONE CENT FUNDING	\$5,817.80
	Subtotal for Cost Center One Cent #15:	<b>\$5,817.80</b>

Bills & Claims

01/17/2018 to 02/06/2018

Vendor Subtotal: \$5,817.80

WY. WATER DEVELOPMENT COMMISSION 2018CASPER01 ANNUAL PMP WATER CONTRACT \$9,750.00  
Subtotal for Cost Center Water: \$9,750.00

Vendor Subtotal: \$9,750.00

WY. WATER QUALITY & POLLUTION CONTROL ASSOC. 2011-2006A WY WATER QUALITY MEMBERSHIP \$60.00  
Subtotal for Cost Center Sewer: \$60.00

Vendor Subtotal: \$60.00

YOUTH CRISIS CENTER CORP. RIN0028389 GENERAL FUND AGENCY FUNDING \$15,000.00  
RIN0028390 GENERAL FUND AGENCY FUNDING \$15,000.00  
Subtotal for Cost Center Social Community Services: \$30,000.00

Vendor Subtotal: \$30,000.00

Grand Total \$4,434,944.79

Approved By

On

CITY of CASPER, WYOMING  
BILLS and CLAIMS ADDENDUM  
Council Meeting  
02/06/18

**Payroll Disbursements**

1/25/18	CITY PAYROLL	\$	1,051,379.77
1/25/18	BENEFITS & DEDUCTIONS	\$	164,698.17
1/26/18	FIRE PAYROLL	\$	168,155.60
1/26/18	BENEFITS & DEDUCTIONS	\$	26,282.68

<b>Total Payroll</b>	<b>\$</b>	<b><u>1,410,516.22</u></b>
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**Additional Fees**

<b>Total Fees</b>	<b>\$</b>	<b><u>-</u></b>
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**Additional AP**

**Additional Accounts Payable**

1/11/18	Prewrits - Petty Cash/Sales Tax/Utility Refunds		
	Don Allen	\$	78.77
	Jameson Appleton	\$	47.06
	Katie Beckley	\$	30.46
	Will Beggs	\$	76.50
	Luc Cote	\$	56.50
	FIB - Petty Cash	\$	287.10
	FIB - Petty Cash	\$	25.00
	Ernie Flores	\$	45.03
	MBI Energy Services	\$	45.86
	Pam Ramsey	\$	27.06
	State of WY - Dept. of Revenue	\$	419.72
	Kimberley Wolcott	\$	50.42
1/11/18	Global Spectrum Ticket Funds	\$	11,756.00

<b>Total Additional AP</b>	<b>\$</b>	<b><u>12,945.48</u></b>
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January 15, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Fleur Tremel, Assistant to the City Manager/City Clerk *FT*  
Carla Mills-Laatsch, Licensing Specialist

SUBJECT: Establish the Public Hearing Date for a Transfer of Ownership Interest in Three Retail Liquor Licenses.

Meeting Type & Date

Regular Council Meeting  
February 6, 2018

Action type

Establish Public Hearing  
Minute Action

Recommendation

That Council, by minute action, establish February 20, 2018 as the Public Hearing date for a transfer of ownership interest in three Retail Liquor Licenses; Retail Liquor License No. 18, 3OH7 Hospitality, LLC d/b/a C85 @ The Wonder Bar, Retail Liquor License No. 3, Triple C Food & Beverage d/b/a C85 @ The Pump Room and Retail Liquor License No. 29, Double C Hospitality, LLC d/b/a C 85 @ Galles Liquor Mart.

Summary

The interest in these liquor licenses were held by Tony Cercy and Cole Cercy as equal partners. This transfer will make Cole Cercy the sole interest holder.

It was discovered during the renewal process that the interest ownership had changed. Per Municipal Code 5.08.050 (B) whenever an interest of more than ten percent of the whole interest in any corporation, association, or organization holding a retail liquor license is sought to be sold, assigned or otherwise transferred, a new application shall be filed with the city clerk.

The State of Wyoming Liquor Division will duly review the application. The City of Casper Fire-EMS Department, City of Casper Community Development Department, and Natrona County Health Department will review this business and address to ensure compliance with local codes and ordinances.

As required by Municipal Code 05.08.070, a notice will be published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it will be advertised on the City's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations

No Financial Considerations


Oversight/Project Responsibility


Carla Mills-Laatsch, Licensing Specialist, City Clerk's Office

Attachments

None

January 15, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Fleur Tremel, Assistant to the City Manager/City Clerk   
Carla Mills-Laatsch, Licensing Specialist

SUBJECT: Establish the Public Hearing Date for Transfer of Ownership Interest in  
Three Retail Liquor Licenses.

Meeting Type & Date

Regular Council Meeting  
February 6, 2018

Action type

Establish Public Hearing  
Minute Action

Recommendation

That Council, by minute action, establish February 20, 2018 as the Public Hearing date for the transfer of ownership interest in three Retail liquor Licenses; Retail Liquor License No. 23, Johnson Restaurant Group, Inc. d/b/a CY Discount Liquors, Retail Liquor License No. 12, Firerock Hospitality Group, LLC d/b/a Firerock Steakhouse, and Retail Liquor License No 15, OC Casper, LLC d/b/a Old Chicago.

Summary

The interest in these liquor licenses was held by John D. Johnson and Jim F. McBride. This transfer will make John D. Johnson the sole interest holder in all three Retail Liquor Licenses.

It was discovered during the renewal process that the interest ownership had changed. Per Municipal Code 5.08.050 (B) whenever an interest of more than ten percent of the whole interest in any corporation, association, or organization holding a retail liquor license is sought to be sold, assigned or otherwise transferred, a new application shall be filed with the city clerk.

The State of Wyoming Liquor Division will duly review the application. The City of Casper Fire-EMS Department, City of Casper Community Development Department, and Natrona County Health Department will review this business and address to ensure compliance with local codes and ordinances.

As required by Municipal Code 05.08.070, a notice will be published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it will be advertised on the City's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations

No Financial Considerations


Oversight/Project Responsibility


Carla Mills-Laatsch, Licensing Specialist, City Clerk's Office

Attachments

None

January 26, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Establishment of Public Hearing Date for Consideration of the Sale of City-Owned Properties for Economic Development Purposes

Meeting Type & Date:  
Regular Council Meeting, February 6, 2018.

Action Type:  
Establish Public Hearing for February 20, 2018.

Recommendation:  
That Council, by minute action, establish February 20, 2018 as the Public Hearing Date for the Consideration of the Sale of City-Owned Properties for Economic Development Purposes Pursuant to W.S. § 15-1-112(b)(i)(D).

Summary:  
The properties are located along South Ash Street between West Yellowstone Highway and West Midwest Avenue, and described as Lots 13-15, and Lots 20-22, of Block 1, City of Casper, Natrona County, Wyoming.

A public hearing to determine the disposition of the properties, to sell or retain, was held on December 19, 2017. Council determined at that meeting to prepare Real Estate Sale Agreements for the two (2) parcels of City property for the following economic development purposes:

Proposer	Purpose	Site	Appraisal	Offer Price	Site Size
Ashby Construction, Inc. (ACI)	professional office and three mixed use residential and commercial spaces	Lots 20-22, Block 1 (former Milo's auto body shop)	\$217,000	\$220,000	13,500 sf
1890 Holdings, LLC	branded production and retail showroom with social gathering space	Lots 13-15, Block 1 (former Ka-Lark's gymnastics studio)	\$300,000	\$300,500	10,500 sf

Notice of the public hearing to sell the described properties will be published in the Casper Star-Tribune in accordance with Wyoming State statute. All public hearings are also advertised on the City's website (casperwy.gov).

Financial Considerations:

There are no financial considerations regarding this case.

Oversight/Project Responsibility:

Liz Becher, Community Development Director, and Craig Collins, City Planner.

Attachments:

None.

January 15, 2018

MEMO TO: His Honor, Mayor Ray Pacheco, and Members of City Council  
FROM: J. Carter Napier, City Manager *JCN*  
SUBJECT: Establish the Public Hearing Date for PFLAG Resolution

Meeting Type & Date

Regular Council Meeting  
February 6, 2018

Action type

Establish Public Hearing  
Minute Action

Recommendation

That Council, by minute action, establish February 20, 2018 as the Public Hearing date for the consideration of the PFLAG Resolution.

Summary

The Casper chapter of Parents and Friends of Lesbians and Gays (PFLAG) have requested the Casper City Council to support a resolution of non-discrimination of lesbian, gay, bisexual, and transgender (LGBT) citizens.

Historically, LGBT persons have been harassed, rejected, and even murdered for being different. It is important that Casper illustrates that compassion, understanding and unity are values that are upheld and promoted. Our citizens need to feel safe and a community that is welcoming and supportive will encourage all people to stay in Casper and utilize their skills.

As required by Municipal Code 05.08.070, a notice will be published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it will be advertised on the City's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

City Manager's Office

Attachments

None

## ORDINANCE NO. 1-18

### AN ORDINANCE GRANTING A FRANCHISE TO BRESNAN COMMUNICATIONS, LLC FOR THE CONSTRUCTION AND OPERATION OF A CABLE SYSTEM, AND REPEALING ORDINANCE NO. 7-07.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Casper City Council, having determined that Bresnan Communications, LLC has agreed to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the City of Casper, and has agreed to be bound by conditions of applicable law, and by binding agreement to serve the public interest, pursuant to the terms of this Franchise, does hereby ordain as follows:

#### **SECTION 1. DEFINITION OF TERMS**

**1.1 Terms.** For the purpose of this Ordinance, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. Terms not defined below shall have the same meaning as in the Cable Act, defined below, or in Federal Communications Commission regulations. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Affiliate” means an entity which owns or controls, is owned or controlled by, or is under common ownership with Grantee.
- B. “Basic Cable Service” means any service tier which includes the retransmission of local television broadcast signals.
- C. “Board/Council” means the governing body of the Grantor.
- D. “Cable Service” means (i) the one-way transmission to subscribers of video programming or other programming service, and (ii) subscriber interaction, if any, which is required for the selection or use of such Video Programming or any other lawful programming service.
- E. “Cable System,” is defined as set forth in the Cable Act.
- F. “Cable Act” means the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. § 521, et seq.
- G. “Channel” means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- H. “City” means the City of Casper, Wyoming, a municipal corporation or the lawful successor, transferee, or assignee thereof.

- I. "FCC" means the Federal Communications Commission and any successor governmental entity thereto.
- J. "Franchise" means the non-exclusive rights granted pursuant to this Franchise to construct, operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.
- K. "Grantee" means Bresnan Communications, LLC or the lawful successor, transferee, or assignee thereof.
- L. "Grantor" means the City of Casper, Wyoming, a municipal corporation or the lawful successor, transferee, or assignee thereof.
- M. "Gross Revenue" means all revenue, as determined in accordance with generally accepted accounting principles, derived by the Grantee and its affiliates, from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable state law; and (5) any EG capital grant (as defined in Section 12.5 hereof) recovered from Subscribers.
- N. "Person" means an individual, partnership, association, organization, corporation, trust or governmental entity.
- O. "Service Area" means the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 5.3 hereto.
- P. "State" means the State of Wyoming.
- Q. "Service Tier" means a category of cable service or other services provided by a cable operator and for which a separate rate is charged by the cable operator.
- R. "Street" or "Public Ways" includes each of the following located within the Service Area: public streets, roadways, freeways, courts, boulevards, sidewalks, parkways, lanes, drives, circles, highways, bridges, land paths, avenues, alleys, easements, rights-of-way and similar public ways and extensions and additions thereto, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- S. "Subscriber" means any Person lawfully receiving Cable Service from the Grantee.

- T. “Video Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## **SECTION 2. Grant of Franchise**

**2.1 Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, state or local law.

**2.2 Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 14.10.

**2.3 Police Powers and Conflicts with Franchise.** The Grantee agrees to comply with the terms of any generally applicable local ordinance necessary for the convenience, safety, health, and welfare of the public which is lawfully adopted pursuant to the Grantor’s general police power. This Franchise is a contract and, except as to those changes which are the result of the Grantor’s lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this Franchise. Any changes to this Franchise must be made in writing, and signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that has the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise, this Franchise will prevail, except as to those ordinances and regulations which are the result of the Grantor’s lawful exercise of its general police power.

**2.4 Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

## **SECTION 3. Franchise Renewal**

**3.1 Procedures for Renewal.** The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee’s Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

## **SECTION 4. Indemnification and Insurance**

**4.1 Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its Council, officers, boards, commissions, agents, and employees for all claims for injury or death to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and shall indemnify and hold Grantor, its

Council, officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury or death to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor at least ten (10) calendar days prior to the deadline for responding to the claim or action, and if no such deadline exists, within thirty (30) days of Grantor's receipt of the claim or action. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder, and shall pay for such defense (including, but not limited to, all costs, expenses and attorney fees incurred by Grantee for assuming the defense of the Grantor), and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee may be excused from any obligation to represent the Grantor at the Grantor's sole discretion. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct of the Grantor or for the Grantor's use of the Cable System, including any EG channels. Grantee's compliance with these indemnity provisions shall in no way limit any other remedies available to the City under this Franchise or at law or equity.

#### **4.2 Insurance.**

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$250,000 per occurrence, Combined Single Liability (C.S.L.) \$500,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	\$50,000 per occurrence C.S.L.

- B. The Grantor shall be added as an additional insured, arising out of work performed by the Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.
- D. Grantee agrees to maintain insurance in the amounts herein, subject to statutory maximum liability amounts in Section 4.2, throughout the term of the Franchise. If Grantee cancels any policy, it shall immediately obtain a replacement policy and provide a new certificate to the Grantor evidencing new

coverage within thirty (30) days. At no time shall the Grantee have any gaps in the coverage or the amounts herein specified.

- E. Upon request by the Grantor, the Grantee shall provide the Grantor with policy endorsements listing the Grantor as an additional insured. The Grantor's failure to request or review such insurance certificates or policies shall not affect Grantor's rights or the Grantee's obligations hereunder.
- F. It is recognized by and between the parties to this Franchise that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statute § 1 39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Franchise, or any subsequent terms, then Grantor shall notify Grantee in writing. Upon such notification, Grantee shall issue a revised policy endorsement to the Grantor with coverage for the maximum liability amounts under the Wyoming Governmental Claims Act.

## **SECTION 5.**

### **Service Obligations & Availability**

**5.1 No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

**5.2 Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

**5.3 Service Area.** The Grantee shall continue to provide Cable Service to all residences, public schools, and Grantor office buildings within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

**5.4 New Development Underground.** Upon reasonable advance notice from Grantee, Grantor agrees to make a good-faith effort to meet with Grantee and to convene meetings between Persons utilizing Grantor's Public Ways to coordinate the placement of facilities in open trenches and along Public Ways.

**5.5 Annexation.** The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days written notice from the Grantor, subject to the conditions set forth below and Section 5.3 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall, within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable

System to provide Cable Services in any area annexed by the Grantor, if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area (to the extent addresses exist) in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 14.5 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

## **SECTION 6.**

### **Construction and Technical Standards**

**6.1 Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with the National Electrical Safety Code (NESC), and applicable City of Casper Municipal Codes to the extent they do not conflict with the NESC.

**6.2 Construction Standards and Requirements.** All of the Grantee's plant and equipment, including, but not limited to, the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

**6.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

**6.4 Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations, as may be amended from time to time, regardless of the transmission technology utilized.

**6.5 Performance Monitoring.** Grantee shall test the Cable System consistent with the FCC regulations.

## **SECTION 7.**

### **USE OF STREETS AND PUBLIC WAYS**

#### **7.1 General Conditions.**

- A. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

- B. Subject to the terms of this Franchise, the Grantee may not endanger nor unreasonably interfere with the lives or property of persons; unreasonably interfere with property of the Grantor or any public utility; or unnecessarily hinder or obstruct use of the Public Ways. The Franchise does not establish priority for use of Public Ways over holders of other permits or franchises; it grants no vested interest in occupying any particular position in the Public Ways. The Grantor shall control distribution of space in the Public Ways.
- C. The Grantee shall expeditiously carry out all of its operations during the course of any construction, repairs or maintenance operations on Public Ways of the Grantee.

**7.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

**7.3 Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 9.1 of this Franchise.

**7.4 System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

## **7.5      Restoration of Public Ways and Public Property.**

- A.      Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.
  
- B.      Pursuant to the Grantor's generally applicable codes and ordinances, restoration, repair or replacement of Public Ways shall be completed within ten (10) business days. Upon request and for good cause shown, the City Manager or his/her designee may authorize an extension of the period within which the Grantee may perform its restoration work. If Grantee fails to restore the Public Ways as described above, the Grantor may, after twenty (20) days' written notice to Grantee, make such repairs or restorations that are necessary to return the Public Ways to their condition immediately prior to the damage or disturbance. The Grantor may elect to repair or replace public property so damaged by Grantee, such as a sewage line, and the Grantee shall compensate the City for the reasonable expenses associated with the repair or replacement. If such damage caused by Grantee creates an emergency situation resulting in an immediate hazard to public safety, health, or property, the Grantor may repair the deficiency without prior written notice to the Grantee. The Grantee shall be responsible for reimbursing the Grantor for all reasonable costs and expenses to repair or replace public property or Public Ways.

**7.6      Tree Trimming.** Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities in accordance with the Casper Municipal Code and applicable state law.

**7.7      Relocation for the Grantor.** The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers in the interest of public convenience, health, safety or welfare. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities. If Grantee fails to remove or relocate its System as required by the Grantor, the Grantor may take action to remove or relocate Grantee's Cable System, and Grantee shall compensate the City for all reasonable expenses incurred thereby. In the event physical interaction with Grantee's plant is anticipated or likely to occur, such work shall be done by a qualified contractor.

The Grantee shall not be penalized by the City for any failure to provide Cable Service which results from relocation or removal under Section 7.5, 7.7, or 7.11.

**7.8      Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily

disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

**7.9      Reimbursement of Costs.** If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

**7.10      Emergency Use.** Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS"). If the Grantee provides an EAS, then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Subject to the limitations of the Wyoming Governmental Claims Act, W.S. § 1-39-101, *et seq.*, the Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

**7.11      Removal or Relocation in Event of Emergency.** In event of emergency, or where the Cable System creates or is contributing to an imminent danger to health, safety, or property, the City may remove or relocate Grantee's Cable System without prior notice. As soon as practicable thereafter, the Grantor shall provide written notice to Grantee describing the nature of the emergency and the actions taken by the Grantor. No charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

**7.12      Subcontractors.** All contractors or subcontractors shall be properly licensed, and each contractor or subcontractor shall have the same obligations with respect to its work as Grantee would have under this Franchise and applicable laws if the work were performed by Grantee. Grantee shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with the Franchise and applicable law and that all contractors and subcontractors are familiar with their responsibilities.

**7.13      No Recourse.** Grantee shall have no monetary recourse against the Grantor in accordance with applicable federal law. However, this shall not prohibit Grantee from seeking any other remedy that Grantee may have under applicable law.

## **SECTION 8.**

### **Service and Rates**

**8.1 System Maintenance.** Interruptions shall be minimized. The Grantee shall schedule maintenance of the System so that interruptions are minimized to the extent reasonably possible, and so that activities likely to result in an interruption of service are performed during periods of minimum Subscriber use of the system.

**8.2 Service to Public Buildings.** Grantee shall provide, without charge, standard installation and one outlet and equipment of basic Cable Service to the locations listed in Exhibit A hereto. The Cable Service provided pursuant to this Section 8.2 shall not be used for commercial purposes. The Grantor shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Grantee's Cable System.

**8.3 Customer Service.** Grantee shall comply with the customer service standards set forth in Section 76.309 of the FCC's Rules and Regulations, as such may be amended from time to time.

**8.4 Notification of Service Procedures.** The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days' prior notice of any rate increases, channel lineup or other substantive service changes.

**8.5 Rate Regulation.** Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

**8.6 Continuity of Service.** It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored.

## **SECTION 9.**

### **Franchise Fee**

**9.1 Amount of Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

**9.2 Payment of Fee.** Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 2.2. Each franchise fee payment shall be accompanied by a brief report showing the basis for the computation that is signed by an employee or agent of the Grantee with knowledge of the

calculation of the payment. In the event of a dispute, the Grantor, if it so requests, shall be furnished a verified statement of said payment, reflecting the Gross Revenues and the applicable charges.

**9.3 Accord and Satisfaction.** No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

**9.4 Limitation on Recovery.** The period of limitation for recovery of any franchise fee payable hereunder shall be ten (10) years from the date on which payment by the Grantee was due.

## **SECTION 10.** **Transfer of Franchise**

**10.1 Franchise Transfer.** The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

## **SECTION 11.** **Records, Reports and Maps**

**11.1 Reports Required.** The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be furnished to the Grantor upon request.

### **11.2 Records Required.**

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

**11.3 Strand Maps.** Grantee agrees to provide strand maps to an unaffiliated Person engaged by Grantor if such Person signs Grantee's nondisclosure agreement.

**11.4 Inspection of Records.** Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably

necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for: (1) books and records showing the calculation of Gross Revenues and payment of Franchise Fees, which shall be kept for ten (10) years; and (2) service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee make the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

## **SECTION 12.**

### **Education and Government (EG) Access**

**12.1 Education and Government Access.** Grantee shall provide one (1) channel on the Cable System for use by the Grantor's non-commercial, video programming for education and government ("EG") access programming. The EG channel may be placed on any tier of service available to Subscribers. The Grantor shall utilize the EG channel as follows: the Grantor shall, at a minimum, cablecast its regular Council meetings on the channel.

**12.2 Management and Availability.** The City may designate any entity or entities to manage the channel. The City has the authority to determine scheduling of the use of the channel. The EG Channel shall be available to all Subscribers without additional costs or equipment, provided that Grantee may require use of equipment, such as converters, that is required of all Subscribers generally.

**12.3 Grantee Not Responsible for Content.** Grantee shall not be responsible for, nor shall the Grantor hold the Grantee responsible for any claim for injury or damage arising from the programming carried on the EG channel. It is intended by this Section that Grantee is extended at least the protection recognized by 47 U.S.C. § 558.

**12.4 Return of Channel to Grantor.** In the event the programming levels set forth herein are not maintained or if the Grantor does not adequately use the channel, Grantee reserves the right to have the channel returned to the Grantor for the Grantor's use. Grantee shall provide Grantor with sixty (60) days' prior written notice informing Grantor when programming levels set forth herein are not being maintained. Grantee reserves the right to utilize the EG channel only after Grantor has been notified and Grantor has not maintained programming levels set forth herein within sixty (60) days from receipt of said notice. In the event the Grantee exercises its right to again utilize said EG channel after the sixty (60) day period elapses, the Grantee shall notify its customers of Grantee's intention to utilize the EG channel by providing customers with a thirty (30) day prior written notice. In addition, the Grantee may use the designated channel during

those hours that the Grantor or other governmental, public or educational entity is not using the channel.

**12.5 Capital Support for Education and Government Access Channel.** Grantee shall provide an EG capital grant in the amount of Twenty Thousand Dollars (\$20,000.00), payable to the Grantor within sixty (60) days of the Effective Date. Grantor and Grantee acknowledge that pursuant to Federal Law [47 U.S.C. §§ 542(g)(2)(C)] EG funds are only to be used for EG capital equipment costs and not for operational costs. EG capital support shall be for the exclusive use of the Grantor within the Service Area and shall not be used for purposes other than as described under Section 12.5 herein. The Grantor shall be responsible for installing, operating, maintaining and replacing the equipment purchased as necessary. The Grantee shall be entitled to recover such capital costs from subscribers as allowed by federal law. Five (5) years from the Effective Date of this Franchise, the Grantor may request in writing an additional EG capital grant in an amount up to Twenty Thousand Dollars (\$20,000.00) which shall be payable to the Grantor within sixty (60) days of a written request. Such request shall be accompanied by a report showing how the previous capital EG grant was used, and a description of the future EG capital needs that will be paid by the EG grant. Grantor and Grantee shall discuss the requested EG capital request, which shall not be unreasonably denied by Grantee.

**12.6 EG Competitive Neutrality.** If any new or renewed Cable System or Video Service agreement, as defined in Section 14.4.1, contains obligations that are lesser in amount than the obligations imposed in this Section 12, Grantee's aggregate obligations under Section 12 shall be reduced to an equivalent amount. To the extent such a reduction is not sufficient to make the total obligations of this Franchise equivalent to the new or renewed franchise, Grantee may deduct from future franchise fee payments an amount sufficient to make the obligations of this Franchise equivalent to the new or renewed franchise.

### **SECTION 13.** **Enforcement or Revocation**

**13.1 Informal Resolution.** In all cases where the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor, via the City Manager or his/her designee, shall first informally discuss the matter with Grantee and seek mutual resolution of the problem.

**13.2 Notice of Default.** If the Grantee engages in a pattern of noncompliance, including one or more instances of substantial noncompliance with a material provision of the Franchise where informal discussions do not lead to mutually acceptable resolution of the issue, the Grantor shall notify the Grantee in writing of the exact nature of the alleged pattern of noncompliance (the "Default Notice"). The Default Notice shall contain a statement specifically describing the default and the identification and contact information of any person providing information that serves as the basis for the default allegation.

**13.3 Grantee's Right to Cure or Respond.** The Grantee shall have ninety (90) days from receipt of the Default Notice to (i) respond to the Grantor, contesting the assertion of default, or

(ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the ninety (90) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed. During this time the Grantor shall make reasonable efforts to make any employee of Grantor available for interview by Grantee, and shall provide information that serves as the basis for default allegation available to Grantee.

**13.4 Enforcement.** Subject to applicable local, state, and federal law, in the event the Grantor, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.
- D. Upon revocation of the Franchise, Grantor may require Grantee to remove the Cable System from the Streets of the Grantor.

**13.5 Revocation Procedure.**

- A. If the Grantee fails to respond to the Default Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Grantor may seek to revoke the Franchise as outlined in this subsection.
- B. Prior to holding a public hearing on whether or not to revoke the Franchise, the Grantor shall give sixty (60) days' written notice to the Grantee. The notice shall set forth the exact nature of the default. During those sixty (60) days the Grantee may either object in writing and state its reasons for such objection, and provide any explanation or to cure the alleged default.
- C. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- D. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript or recorded video of the proceeding shall be made available to the Grantee within thirty (30) business days at Grantee's sole cost and expense. The decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Council

*de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

#### **SECTION 14.** **Miscellaneous Provisions**

**14.1 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

**14.2 Minor Violations.** Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

**14.3 Action of Parties.** In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**14.4 Level Playing Field.** Grantee acknowledges and agrees that Grantor may be required by federal law, and reserves the right, to grant one or more additional franchises to provide Cable Service within the Service Area. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized to use the Streets to provide such services, and if the material obligations applicable to Grantee are more burdensome or less favorable than those imposed on any such competing provider, then upon ninety (90) days' prior written notice to Grantor, Grantee shall have the right and may choose, to the extent consistent with applicable federal and state laws and orders and rules adopted pursuant thereto:

- A) to modify this Franchise as Grantee and Grantor mutually determine is reasonably necessary to ensure that the material obligations applicable to Grantee are not more burdensome or less favorable than those imposed on any such competing provider; or
- B) to deem this Franchise expired thirty-six (36) months from the date of the above written notice; or

- C) to terminate this Franchise and take in its place substantially the same franchise agreement of a competing provider of Cable Services or video services authorized by Grantor.

**14.4.1 Material Obligations.** Grantor and Grantee agree that any undertakings that relate to the renewal of the Franchise shall be subject to the provisions of Section 626 of the Cable Act (47 U.S.C. § 546) or any such successor statute. Nothing in this Franchise shall impair the right of Grantor or Grantee to seek other remedies available under law. For purposes of this section, "material obligations" shall include: underground construction; service to public buildings; customer service; franchise fee; education and government (EG) access, including any capital support; and records retention and inspection thereof.

**14.4.2 Video Service.** For the purpose of this Section 14.4, "Video Service" shall mean the provision of multichannel video programming generally considered comparable to video programming delivered by a television broadcast station, cable service or other digital television service, whether provided as part of a tier, on demand or on a per-channel basis, without regard to the technology used to deliver the video service, including, without limitation, Internet protocol technology or any successor technology. The term includes, without limitation: Cable Service and Video Service delivered by a community antenna television system. The term does not include: any video content provided solely as part of, and through a service offered by or over a network which does not utilize facilities located in Grantor's Public Ways, such as: (i) a service which enables users to access content, information, electronic mail or services that are offered via the public Internet, (ii) direct broadcast satellite service, and (iii) any wireless multichannel video programming provided by a commercial mobile service provider.

**14.5 Notices.** Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Casper  
Attn: City Manager's Office  
200 N. David St.  
Casper, WY 82601

Grantee: Charter Communications  
Attn: Government Affairs  
611 E. Carlson Street  
Cheyenne, WY 82001

Copy to: City of Casper

Attn: City Attorney's Office  
200 North David St.  
Casper, WY 82601

Copy to: Charter Communications  
Attn: Vice President of Government  
Affairs  
12405 Powerscourt Drive  
St. Louis, MO 63131

**14.6 Public Notice.** Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be provided in accord with Wyoming State Statutes.

**14.7 Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

**14.8 Entire Agreement.** This Franchise and any Exhibits hereto constitute the entire agreement between the Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

**14.9 Administration of Franchise.** This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

**14.10 Effective Date.** The Franchise granted herein will take effect and be in full force twenty-one (21) days from passing Council upon the third reading of the Ordinance. Grantor shall notify Grantee of the Effective Date in writing. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

**14.11 Choice of Law & Venue.** This Franchise shall be governed by the laws of the State of Wyoming and federal law. The State and Federal District Courts of Wyoming shall have venue and jurisdiction for any action in law or equity which may be instituted to enforce the terms of this Franchise.

**14.12 Wyoming Governmental Claims Act.** The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute § 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

**14.13 No Third Party Rights.** The parties to this Franchise do not intend to create in any other individual or entity the status of third-party beneficiary, and this Franchise shall not be construed so as to create such status. The rights, duties and obligations contained in this Franchise shall operate only between the parties to this Franchise, and shall inure solely to the benefit of the parties to this Franchise. The parties to this Franchise intend and expressly agree that only parties signatory to this Franchise shall have any legal or equitable right to seek to enforce this Franchise, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Franchise, or to bring an action for the breach of this Franchise.

**14.14 No Waiver.** In entering into this Franchise, the Grantee and the Grantor do not waive, and hereby expressly reserves, any and all right that they have under applicable federal and state law.

PASSED on 1<sup>st</sup> reading the 2<sup>nd</sup> day of January, 2018.

PASSED on 2nd reading the 16<sup>th</sup> day of January, 2018.

PASSED, APROVED AND ADOPTED on the 3<sup>rd</sup> and final reading the \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM

Walter Trent

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2017, subject to applicable federal, state and local law.

Bresnan Communications, LLC  
By Charter Communications, Inc., its manager

Signature: Paul Abbott  
Name/Title: Paul Abbott, VP, Local GA & Franchising  
Date: November 20, 2017

## EXHIBIT A

- 1) City of Casper, 200 N. David Street, Casper, WY 82601
- 2) Hall of Justice, 201 N. David Street, Casper, WY 82601
- 3) Police Station, 201 N. David Street, First Floor, Casper, WY 82601
- 4) Fire Station #1, 200 W 1st St., Casper, WY 82601
- 5) Fire Station #2, 4000 Coffman, Casper, WY 82609
- 6) Fire Station #3, 2140 E 12th, Casper, WY 82604
- 7) Fire Station #5, 4000 E 15<sup>th</sup>, Casper, WY 82601
- 8) Fire Station #6, 185 Valley Drive, Casper, WY 82601

## ORDINANCE NO. 2-18

### **AN ORDINANCE AMENDING SECTION 17.12.124 - TOWERS OF THE CASPER MUNICIPAL CODE; PROVIDING DEFINITIONS; PROVIDING FOR PERMITTED LOCATIONS; PROVIDING FOR PERMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Section 17.12.124 - Towers of the Casper Municipal Code currently governs the City's regulation of wireless communication facilities; and

WHEREAS, federal laws, regulations and court decisions, wireless technology and consumer usage have reshaped the environment within which wireless communication facilities are permitted and regulated; and

WHEREAS, federal laws and regulations that govern local zoning standards and procedures for wireless communications have substantially changed since the City adopted Section 17.12.124 of the Casper Municipal Code; and

WHEREAS, the City Council of the City of Casper desires to update its local standards and procedures to protect and promote the public health, safety and welfare of the community, to reasonably regulate wireless communication facilities aesthetics, to protect and promote the City's unique character in a manner consistent with State and federal laws and regulations; and

WHEREAS, following appropriate procedures and public notice, on \_\_\_\_\_, 2018, the Planning and Zoning Commission conducted a hearing on proposed amendments to Section 17.12.124 and recommended that the City Council approve the proposed amendments; and

WHEREAS, on \_\_\_\_\_, the City Council conducted a lawfully-noticed public hearing and received the recommendations of the Planning and Zoning Commission regarding this Section which modifies the Casper Municipal Code sections relating to wireless communication facilities.

NOW, THEREFORE, BE IT ORDAINED BY the City Council of the City of Casper, Wyoming:

**Section 1. Repealer and Amendments.** That existing Section 17.12.124 - Towers of the Casper Municipal Code is hereby repealed and a new Section 17.12.124 Wireless Communication Facilities Regulations ("Section") is inserted in its place.

**Section 2. Purpose.** The provisions of this Section shall be known as the Wireless Communication Facilities Regulations. It is the purpose of these provisions to delineate restrictions, development standards and siting criteria, and establish removal procedures in order to protect the City from the uncontrolled siting of wireless communication facilities in locations that have significant adverse effects and cause irreparable harm. It is further the purpose of these provisions:

- (a) To protect the community's visual quality and safety while facilitating the reasonable and balanced provision of wireless communication services. More specifically, it is the City's goal to minimize the visual impact of wireless communication facilities on the community, particularly in and near residential zones;
- (b) To promote and protect the public health, safety and welfare, preserve the aesthetic character of the Casper community, and to reasonably regulate the development and operation of wireless communication facilities within the City to the extent permitted under State and federal law;
- (c) To minimize the impact of wireless communication facilities by establishing standards for siting design and screening;
- (d) To preserve the opportunity for continued and growing service from the wireless industry;
- (e) To accommodate the growing need and demand for wireless communication services;

- (f) To establish clear guidelines and standards and an orderly process for review intended to facilitate the deployment of wireless transmission equipment, to provide advanced communication services to the City, its residents, businesses and community at large;
- (g) To ensure City zoning regulations are applied consistently with federal and State telecommunications laws, rules, regulations and controlling court decisions; and
- (h) To provide regulations which are specifically not intended to, and shall not be interpreted or applied to, (1) prohibit or effectively prohibit the provision of wireless services, (2) unreasonably discriminate among functionally equivalent service providers, or (3) regulate wireless communication facilities and wireless transmission equipment on the basis of the environmental effects of radio frequency emissions to the extent that such emissions comply with the standards established by the Federal Communications Commission.

**Section 3. Definitions.** As used in this Section, the following terms shall have the meanings set forth below:

- (a) "Antenna" means any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that sends or receives digital signals, analog signals, radio frequencies or wireless communication signals.
- (b) "Antenna array" means a single or group of antenna elements, not including DAS and small cells, and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support structure for the sole purpose of transmitting or receiving wireless communication signals.
- (c) "Applicant" means any person engaged in the business of providing wireless communication services or the wireless communications infrastructure required for wireless communications services and who submits an application.
- (d) "Backhaul network" means the lines that connect a provider's towers or cell sites to one or more cellular telephone switching offices or long distance providers, or the public switched telephone network.
- (e) "Base station" means a structure or equipment at a fixed location that enables Commission-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in this Section or any equipment associated with a tower.
  - (1) The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
  - (2) The term includes, but is not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small cell networks).
  - (3) The term includes any structure other than a tower that, at the time the relevant application is filed with the City under this Section, supports or houses equipment described in this Section that has been reviewed and approved under the applicable zoning or siting process, or under State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

- (4) The term does not include any structure that, at the time the relevant application is filed with the State or the City under this Section, does not support or house equipment described in this Section.
- (f) "Collocation" means the mounting or installation of an antenna on an existing tower, building or structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.
- (g) "Distributed Antenna System" or "DAS" means a network consisting of transceiver equipment at a central hub site to support multiple antenna locations throughout the desired coverage area.
- (h) "Downtown area" means the area is located in the downtown development district boundaries and the OYDSPC as shown on the zoning map.
- (i) "Eligible Facilities Request" means any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:
- (1) Collocation of new transmission equipment;
  - (2) Removal of transmission equipment; or
  - (3) Replacement of transmission equipment.
- (j) "Eligible support structure" means any tower or base station as defined in this Section, provided that it is existing at the time the relevant application is filed with the City under this Section.
- (k) "Existing" means a tower or base station that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.
- (l) "FAA" means the Federal Aviation Administration.
- (m) "FCC" means the Federal Communications Commission.
- (n) "Macrocell" means an antenna or antennas mounted on a tower, ground-based mast, rooftops and other structures, at a height that provides a clear view over the surrounding buildings and terrain.
- (o) "Site" means, in relation to a tower that is not in the public right-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site. In relation to support structures other than towers, site means an area in proximity to the structure and to other transmission equipment already deployed on the ground.
- (p) "Small cells" mean compact wireless equipment that contain their own transceiver equipment and function like cells in a wireless network but provide a smaller coverage area than traditional macrocells.
- (q) "Stealth design" means technology that minimizes the visual impact of wireless communication facilities by camouflaging, disguising, screening or blending into the surrounding environment. Examples of stealth design include but are not limited to facilities disguised as trees (monopines), flagpoles, utility and light poles, bell towers, clock towers, ball field lights and architecturally screened roof-mounted antennas.
- (r) "Substantial change" means a modification that substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:
- (1) For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10%

or more than ten feet, whichever is greater. Changes in height shall be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the original tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act (47 U.S.C. Section 1455 (a));

- (2) For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;
  - (3) For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;
  - (4) It entails any excavation or deployment outside the current site;
  - (5) It would defeat the concealment elements of the eligible support structure; or
  - (6) It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment; provided, however, that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in (1) through (4).
- (s) "Tower" means any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.
  - (t) "Tower height" means the vertical distance measured from the base of the tower structure at grade to the highest point of the structure including the antenna. A lightning rod, not to exceed ten feet (10') in height, shall not be included within tower height.
  - (u) "Transmission equipment" means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
  - (v) "Utility support structure" means utility poles or utility towers supporting electrical, telephone, cable or other similar facilities; street light standards; or pedestrian light standards.
  - (w) "Wireless Communication Facilities" or "WCF" means a staffed or unstaffed facility or location or equipment for the transmission or reception of radio frequency (RF) signals or other wireless communications or other signals for commercial communications purposes, typically consisting of one or more antennas or group of antennas, a tower or attachment support structure,

transmission cables and other transmission equipment, and an equipment enclosure or cabinets, and including small cell technologies.

**Section 4.      Applicability.**

- (a) **New Towers, Antennas, DAS and Small Cells.** All new towers, antennas, DAS and small cells in the City shall be subject to these regulations.
  
- (b) **Preexisting Towers or Antennas.** Preexisting towers and preexisting antennas shall not be required to meet the requirements of this Section, except as otherwise provided herein.
  
- (c) **Exempt Facilities.** The following are exempt from this Section:
  - (1) FCC licensed amateur (ham) radio facilities;
  - (2) Satellite earth stations, dishes and/or antennas used for private television reception not exceeding one (1) meter in diameter;
  - (3) A government-owned WCF installed upon the declaration of a state of emergency by the federal, state or local government, or a written determination of public necessity by the City; except that such facility must comply with all federal and State requirements. The WCF shall be exempt from the provisions of this Section for up to one month after the duration of the state of emergency;
  - (4) A temporary, commercial WCF installed for providing coverage of a special event such as news coverage or sporting event, subject to administrative approval by the City. The WCF shall be exempt from the provisions of this Section for up to one week before and after the duration of the special event; and
  - (5) Other temporary, commercial WCFs installed for a period of up to ninety (90) days, subject to the City's discretion; provided that such temporary WCF will comply with applicable setbacks and height requirements.

**Section 5.      Tower Requirements.**

- (a) All towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources, shall obtain a city building permit from the building inspector prior to construction or erection.
  
- (b) The design of all towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources shall comply with applicable sections of the most recent edition of the Building Code, as adopted by the City.
  
- (c) Preengineered and prefabricated towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources shall require certification of a Wyoming professional engineer, providing that the structure and installation are in accordance with manufacturer's recommendations. All drawings and installation instructions are subject to the approval of the chief building official or the designee thereof.
  
- (d) All non-preengineered and non-prefabricated towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources, including the substructure, shall be designed by a licensed professional engineer, registered in the state.
  
- (e) All towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources shall be installed and maintained in compliance with applicable federal, state and City codes.

- (f) All towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources shall be supported from a fixed location and nontransportable.

#### Section 6. Distributed Antenna Systems and Small Cells.

- (a) Distributed Antenna Systems and small cells are allowed in all zones by right (unless they involve the installation of a pole, tower or building) and except for the FC or OYD zones, as long as all other requirements of the zoning district are met along with stealth requirements, regardless of the siting preferences listed in Section 10 herein, provided the applicant also complies with all federal laws (such as the Americans with Disabilities Act) and State laws and requirements.
- (b) Distributed Antenna Systems and small cells in all zones are subject to approval by administrative review unless their installation requires the construction of a new pole, tower or building. A Conditional Use Permit shall not be required for stealth replacement utility support structures, so long as they are substantially similar in height and design.
- (c) A single permit application may be used for multiple distributed antennas that are part of a larger overall DAS network. A single permit application may also be used for multiple small cells spaced to provide wireless coverage in a defined geographic area. A single license agreement may be used for multiple node locations in DAS and/or small cell networks.

#### Section 7. General Requirements.

- (a) Inventory of Existing Sites. Each applicant for a macrocell tower shall provide to the Community Development Department an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of the City or within one-half mile of the border thereof, including specific information about the location, height, and design of each tower or antenna. The Community Development Department may share such information with other applicants applying for administrative approvals or conditional use permits under this Section or other organizations seeking to locate antennas within the jurisdiction of the City; provided, however, that the City is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.
- (b) Color. The antenna array shall be placed and colored to blend into the architectural detail and coloring of the host structure. Support towers shall be painted a color that best allows it to blend into the surroundings. The use of grays, blues, greens, dark bronze, browns or other site specific colors may be appropriate; however, each case will be evaluated individually.
- (c) Lighting. Towers shall not be artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the chief building official or the designee thereof may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding property owners. Security lighting for the equipment shelters or cabinets and other on the ground ancillary equipment is also permitted, as long as it is appropriately down shielded to keep light within the boundaries of the site.
- (d) State or Federal Requirements. All towers and antennas must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the state or federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, and if WCF equipment is added either through collocation or replacement, then the owners of the towers and antennas governed by this Section shall bring such towers and antennas into compliance with such revised standards and regulations within six (6) months of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling state or federal agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.

- (e) **Building Permit.** A building permit is required for all wireless communication facilities, and shall be subject to the site development standards prescribed herein. A site development plan shall contain the following information:
- (1) Construction drawings showing the proposed method of installation;
  - (2) The manufacturer's recommended installations, if any; and
  - (3) A diagram to scale showing the location of the wireless communication facility, property and setback lines, easements, power lines, all structures, and required landscaping.
- (f) **Building Codes; Safety Standards.** To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable state or local building codes and the applicable industry standards for towers, as amended from time to time. Compliance with this Section is subject to the Casper Municipal Code enforcement procedures, and other applicable provisions of the Casper Municipal Code. If, upon inspection, the City concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such standards. Failure to bring such tower into compliance within said thirty (30) days shall constitute grounds for the removal of the tower at the owner's expense.
- (g) **Notice.** For purposes of this Section, any conditional use permit or appeal of a conditional use shall require notice as required by the Casper Municipal Code.
- (h) **Signs.** No facilities may bear any signage or advertisement(s) other than signage required by law or expressly permitted/required by the City.
- (i) **Visual Impact.** All WCFs in residential uses and zones and within two hundred feet (200') of residential zones or in the downtown area shall be sited and designed to minimize adverse visual impacts on surrounding properties and the traveling public to the greatest extent reasonably possible, consistent with the proper functioning of the WCF. Such WCFs and equipment enclosures shall be integrated through location and design to blend in with the existing characteristics of the site. Such WCFs shall also be designed to either resemble the surrounding landscape and other natural features where located in proximity to natural surroundings, or be compatible with the built environment, through matching and complimentary existing structures and specific design considerations such as architectural designs, height, scale, color and texture or be consistent with other uses and improvements permitted in the relevant zone.
- (j) **Use of Stealth Design.** The applicant shall provide justification if it is not employing stealth design. Stealth design is required in all zones (for example, in residential zones, the OYD and the downtown area), and concealment techniques must be appropriate given the proposed location, design, visual environment, and nearby uses, structures, and natural features. Stealth design shall be designed and constructed to substantially conform to surrounding building designs or natural settings, so as to be visually unobtrusive. Stealth design that relies on screening wireless communication facilities in order to reduce visual impact must screen all substantial portions of the facility from view. Stealth and concealment techniques do not include incorporating faux-tree designs of a kind that are not native to the City of Casper.
- (k) **Building-mounted WCFs.**
- (1) All transmission equipment shall be concealed within existing architectural features to the maximum extent feasible. Any new architectural features proposed to conceal the transmission equipment shall be designed to mimic the existing underlying structure, shall be proportional to the existing underlying structure or conform to the underlying use and shall use materials in similar quality, finish, color and texture as the existing underlying structure.

- (2) All roof-mounted transmission equipment shall be set back from all roof edges to the maximum extent feasible consistent with the need for "line-of-sight" transmission and reception of signals.
  - (3) Antenna arrays and supporting transmission equipment shall be installed so as to camouflage, disguise or conceal them to make them closely compatible with and blend into the setting or host structure.
- (l) Antenna Arrays. Wireless communication antenna arrays are permitted in any zone as long as they are located upon an existing structure (except on single family houses, signage or a building less than sixty feet [60'] in height), that provides sufficient elevation for the array's operation without the necessity of constructing a tower or other apparatus to extend the antenna array more than fifteen feet (15') above the structure. Installation on City property requires the execution of necessary agreements. However, if any support tower is needed to achieve the needed elevation, then a Conditional Use Permit is required. If a new equipment cabinet is to be installed, it must be screened if it is higher than the existing screened facility.
- (m) WCFs in the Public Rights-of-Way.
- (1) Utility support structure - mounted equipment. All pole-mounted transmission equipment shall be mounted as close as possible to the pole so as to reduce the overall visual profile to the maximum extent feasible.
  - (2) License or agreement. For all WCFs to be located within the right-of-way, prior to submitting for a permit, the applicant must have a valid municipal agreement, license, franchise agreement, Right-of-Way agreement, encroachment permit or exemption otherwise granted by applicable law. If the applicant is willing to install its ancillary facilities underground, that determination by the City shall be subject to administrative review.
- (n) Accessory Uses.
- (1) Accessory uses shall be limited to such structures and equipment that are necessary for transmission or reception functions, and shall not include broadcast studios, offices, vehicles or equipment storage, or other uses not essential to the transmission or reception functions.
  - (2) All accessory buildings shall be constructed of building materials equal to or better than those of the primary building on the site and shall be subject to site plan approval.
  - (3) No equipment shall be stored or parked on the site of the tower, unless used in direct support of the antennas or the tower that is being repaired.
- (o) Accessory Equipment. In residential zones, all accessory equipment located at the base of a WCF shall be located or placed (at the applicant's choice) in an existing building, underground, or in an equipment shelter that is (a) designed to blend in with existing surroundings, using architecturally compatible construction and colors; and (b) be located so as to be unobtrusive as possible consistent with the proper functioning of the WCF.
- (p) Site Design Flexibility. Individual WCF sites vary in the location of adjacent buildings, existing trees, topography and other local variables. By mandating certain design standards, there may result a project that could have been less intrusive if the location of the various elements of the project could have been placed in more appropriate locations within a given site. Therefore, the WCF and supporting equipment may be installed so as to best camouflage, disguise them, or

conceal them, to make the WCF more closely compatible with and blend into the setting or host structure, upon approval by the Community Development Director or the designee thereof.

(q) General Standards and Construction Provisions.

- (1) All structures shall be constructed and installed to manufacturer's specifications, and constructed as required by the City's currently adopted Building Code, as amended, and required setback provisions as prescribed for the zoning districts.
- (2) Structures shall be permitted and constructed to meet the City's currently adopted Building Code requirements.
- (3) All structures shall conform to FCC and FAA regulations, if applicable.
- (4) If any setback as prescribed within this Code requires a greater distance than required of this Section, the greater distance shall apply.
- (5) **Landscaping and Fencing.** In all zoning districts, the following additional landscaping shall be required beyond that which is required for the zone in which it is located:
  - (i) Equipment shelters and cabinets and other on the ground ancillary equipment shall be screened with landscaping as required for the zone in which located or with another design acceptable to the Community Development Department. Alternatively, where technically feasible, the applicant shall incorporate the cabinet and other equipment into the base of a new pole (for example, for a small cell) provided there is adequate space in the right-of-way and that ADA sidewalk accessibility requirements can be met. All provisions of the ADA, including, but not limited to, clear space requirements, shall be met by the applicant.
  - (ii) The ground level view of towers shall be mitigated by additional landscaping provisions as established through the conditional use permit process. The use of large trees from the approved urban forestry list of recommended species or native conifers is required at the spacing specified for the specific trees chosen. Alternatively, a landscaping plan may be submitted with the conditional use permit and, if approved, shall take precedence over the foregoing requirement.
  - (iii) A site-obscuring fence (for example, wrought iron as opposed to barbed wire) no less than six feet (6') in height from the finished grade shall be constructed around each macrocell tower and around related support or guy anchors. Access shall only be through a locked gate. Any fence shall comply with the other design guidelines of the Casper Municipal Code.
- (6) **New Poles.** To the extent technically feasible, new poles must be designed to match the existing light fixtures and other poles, and they shall serve a dual purpose (for example, a new light fixture, flag pole or banner clips).
- (7) **Other Published Materials.** All other information or materials that the City may reasonably require, from time to time, make publicly available and designate as part of the application requirements.

(r) Insurance. All towers shall be covered by a General Liability insurance policy in an amount not less than five hundred thousand dollars (\$500,000).

(s) Location of WCFs. No WCFs may be located within ten (10) feet of a public utility (for example, water and sewer lines). If a WCF is located in a public right-of-way and the City needs the owner of the WCF to move the WCF, the owner will do so at no cost to the City.

- (t) Sites & Application Appointments. Each application may include up to ten (10) sites in the City. An in-person appointment with City Staff is required at the outset of the process for an application for multiple sites.

Section 8. Sharing Of Support Towers and Collocation of Facilities.

- (a) It is the policy of the City to minimize the number of macrocells and wireless communication support towers and to encourage the collocation of antenna arrays of more than one wireless communication service provider on a single support tower, provided that additional Building Code regulations may apply.
- (b) No new macrocell wireless communication support tower may be constructed within one-half mile of an existing macrocell support tower, unless it can be demonstrated to the satisfaction of the Community Development Director or the designee thereof that the existing macrocell support tower is not available or feasible for collocation of an additional wireless communication facility, or that its specific location does not satisfy the operational requirements of the applicant. Factors to be considered by the Community Development Director or the designee thereof in determining whether applicant has made this demonstration include those listed below in subsection (d).
- (c) The shared use of towers is encouraged. Applications for macrocells and towers which will, immediately upon completion, operate with more than one user may reduce setback requirements from adjacent nonresidential property. The setback from adjacent nonresidential property may be reduced by twenty-five percent when two users enter into a binding agreement prior to the issuance of the building permit. The setback from adjacent nonresidential property may be reduced by up to fifty percent when three or more users enter into a binding agreement prior to the issuance of the building permit. A binding agreement for the purposes of this subsection is one signed by all parties using the tower and by the affected landowners. This signed agreement will commit the users to occupy the tower immediately upon its completion. Notwithstanding the foregoing, fall zones shall be at least one foot for every foot of tower height subject to the breakpoint provisions herein.
- (d) Factors Considered in Granting Conditional Use Permits for Macrocells and Towers. In addition to any standards for consideration of conditional use permit applications pursuant to the Casper Municipal Code, the applicant must provide wet stamped plans for macrocell towers, and the Planning and Zoning Commission or City Council (as appropriate under Casper Municipal Code Section 17.12.240 (C)) shall consider the following factors in determining whether to issue a conditional use permit.
- (1) Towers exceeding a height of 75 feet shall be able to accommodate collocation of one additional provider. Additional height to accommodate additional collocation may be approved if the applicant submits information certifying the tower has capacity for at least two additional providers. The applicant shall provide a letter indicating their good faith intent to encourage collocation on the tower.
  - (2) Proximity of the macrocell tower to residential structures and residential district boundaries.
  - (3) Nature of uses on adjacent and nearby properties.
  - (4) Surrounding topography.
  - (5) Surrounding tree coverage and foliage.
  - (6) Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness.

- (7) Proposed ingress and egress.
  - (8) Whether existing structures are located within the geographic area that meet applicant's engineering requirements.
  - (9) Whether existing towers or structures have sufficient structural strength to support applicant's proposed antenna and related equipment.
  - (10) The applicant's proposed antennas would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.
  - (11) Whether the fees, costs, or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.
  - (12) Whether the applicant demonstrates that there are other limiting factors not enumerated herein that render existing towers and structures unsuitable.
- (e) Site Plan. In districts where towers are allowed, applicants are required to submit and be granted an approval for a site plan before a building permit will be issued. The standards set forth in the Tower Regulations Summary of this Section will be used to determine tower requirements and whether approval shall be granted or denied. Towers of one hundred twenty-one (121) feet or more require that site plan approval be granted by the City Council, following recommendation from the Planning and Zoning Commission. Both the City Council and the Planning and Zoning Commission may consider reductions to the setback requirements for such towers as a part of the site plan approval.
- (f) All towers that provide commercial wireless telecommunication service are required to submit a site plan to the City for approval. In addition to the standard site plan requirements (listed in Title 17, of the Casper Municipal Code), the following information must be supplied with the site plan or building permit application:
- (1) Identification of the intended user(s) of the tower;
  - (2) Site and landscape plans drawn to a one inch equals 10' for one acre or less and one inch equals 20' for sites larger than one acre;
  - (3) The general capacity of the tower;
  - (4) Proposed modifications to any structure, proposed transmission equipment and its location and areas where excavation is proposed;
  - (5) An analysis of the area containing existing topographical contours;
  - (6) The number and positioning of guy wires and antennas;
  - (7) Site plans must show the locations for at least two equipment buildings, even if the tower is proposed for a single user;
  - (8) For macrocell towers that are fifty feet or greater in height above the ground, a visual study depicting the zone within a three-mile radius, where any portion of the proposed tower could be seen (scaled vicinity maps);
  - (9) Details regarding painting and on-site lighting.
- (g) Placement Provisions - Towers. Towers shall be located only in those areas described in Table 1, provided that towers that are proposed to be located in a residential zone or within 200 feet of

a residential zone or in the downtown area shall be subject to the siting priorities set forth for preferred tower locations in Section 10.

**TABLE 1  
TOWER REGULATIONS SUMMARY**

Zone	Permitted Height	Plan Com Approval	CC Approval	On Top of Buildings
R1-R6	50'	CUP	NA	NP
PH	50'	51'-120'	121' and greater	10 percent of building ht.
RPUD	50'	CUP	NA	10 percent of building ht.
CPUD	50'	51'-100'	NA	10 percent of building ht.
C1	50'	51'-100'	NA	10 percent of building ht.
C2	50'	51'-100'	NA	10 percent of building ht.
C3	50'	51'-120'	NA	10 percent of building ht.
C4	50'	51'-120'	NA	10 percent of building ht.
M1	100'	101'-120'	121' and greater	10 percent of building ht.
M2	100'	101'-120'	121' and greater	10 percent of building ht.
AG	50'	CUP	NA	10 percent of building ht.
FC	NP	NP	NP	NP
ED	50'	51'-150'	NA	10 percent of building ht.

NP = Not permitted (prohibited)

NA = Not applicable

RPUD = Residential PUD

CPUD = Commercial PUD

PERMITTED HEIGHT = Permitted with site plan approval from the community development director

PLAN COM APPROVAL = Permitted with site plan approval from the planning commission

CC APPROVAL = Permitted with site plan approval from the planning commission and the City Council

Notwithstanding anything in the Table to the contrary, in Residential, Educational and Park-Historic Districts, new towers shall be limited to the height of power poles if feasible. Prohibited uses in the Old Yellowstone District and South Poplar Street corridor include macrocell towers or any ground, roof or otherwise mounted pole, spire, structure or combination thereof that is fifteen (15) feet or greater in height above the ground, including supporting lines, cables, wires, braces, masts or other structures, for the purpose of mounting an antenna, meteorological device or cellular apparatus above ground unless an exception is granted pursuant to this Section.

(h) Macrocell towers used for the purpose of providing commercial wireless telecommunication services are permitted uses in all districts, except in the downtown area, FC districts, residential districts (R1-R6), residential planned unit developments (PUD), and the agricultural district (AG). However, a conditional use permit may be granted for small cells providing commercial wireless telecommunication services in residential districts (R1-R6), residential planned unit developments (PUD), and the agricultural district (AG). Additionally, towers which are placed on buildings must conform to the other requirements of this Section.

(i) All towers shall conform to the following dimensional requirements:

(1) On Top of Structures. Towers may not be located on top of buildings or structures in any residential districts. In nonresidential districts, towers are permitted on top of buildings or

structures (which are not tower accessory structures). The top of such towers shall not be more than ten percent (10%) of the building height above the building.

**Section 9. Setback Requirements.**

- (a) **Setbacks.** A building or structure with a tower shall maintain the normal setback requirements for the zone in which it is located, except as set forth in this subsection. If the tower is in a nonresidential zone, setbacks shall be as follows:
  - (1) If the top of the tower is fifty feet or less in height above the ground, then, normal setbacks of the zoning district or structures shall apply, provided that the fall zone shall be at least one foot for every foot of tower height.
  - (2) If the top of the tower is more than fifty feet in height above the ground, the setback from the adjacent property line shall be one foot for every one foot in height, or shall be the normal setback of the zoning district, whichever is greater.
- (b) When a residence is located on an adjacent property, the support tower structures shall be set back from property lines as required by that zone or a minimum of one foot (1') for every foot of tower height, whichever produces the greater setback, unless:
  - (1) the setback is waived by the owner of the residence; or
  - (2) the tower is constructed with breakpoint design technology. If the tower has been constructed using breakpoint design technology, the minimum setback distance shall be equal to one hundred ten percent (110%) of the distance from the top of the structure to the breakpoint level of the structure, or the applicable zone's minimum side setback requirements, whichever is greater. For example, on a 100-foot tall monopole with a breakpoint at eighty feet (80'), the minimum setback distance would be twenty-two feet (22') (110% of 20 feet, the distance from the top of the monopole to the breakpoint) or the minimum side yard setback requirements for that zone, whichever is greater. Provided, that if an applicant proposes to use breakpoint design technology to reduce the required setback from a residence, the issuance of building permits for the tower shall be conditioned upon approval of the tower design by a structural engineer.
- (c) All towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources shall comply with all setbacks within the district in which they are located. All towers and associated equipment shall not interfere with normal radio, television or telephone reception in the vicinity. Commercial messages shall not be displayed on any tower. Violations shall be considered zoning violations and shall be corrected under the enforcement provisions in the Casper Municipal Code.
- (d) All equipment shelters, cabinets, or other on the ground ancillary equipment shall meet the setback requirement of the zone in which it is located.

**Section 10. Preferred Macrocell Tower Locations.**

All new macrocell towers proposed to be located in a residential zone or within two hundred feet (200') of a residential zone or in the downtown area are permitted only after application of the following siting priorities, ordered from most-preferred (1) to least-preferred (7):

- (1) City-owned or operated property and facilities not in the downtown or residential zones and not including right-of-way;
- (2) industrial zones;
- (3) commercial zones;
- (4) other non-residential zones;

- (5) City rights-of-way in residential zones;
- (6) parcels of land in residential zones;
- (7) designated historic structures, downtown and neighborhoods with additional protection.

The applicant for a macrocell tower located in a residential zone or within two hundred feet (200') of a residential zone or in the downtown area shall address these preferences in an alternative sites analysis prepared pursuant to Section 11 below.

**Section 11. Submittal Requirements.**

**(a) Alternative Sites Analysis.**

- (1) For macrocell towers in a residential zone or within two hundred feet (200') of a residential zone or in the downtown area, the applicant must address the City's preferred macrocell tower locations with a detailed explanation justifying why a site of higher priority was not selected. The City's macrocell tower location preferences must be addressed in a clear and complete written alternative sites analysis that shows at least three (3) higher ranked, alternative sites considered that are in the geographic range of the service coverage objectives of the applicant, together with a factually detailed and meaningful comparative analysis between each alternative candidate and the proposed site that explains the substantive reasons why the applicant rejected the alternative candidate.
- (2) A complete alternative sites analysis provided under this subsection may include less than three (3) alternative sites so long as the applicant provides a factually detailed written rationale for why it could not identify at least three (3) potentially available, higher ranked, alternative sites.
- (3) For purposes of disqualifying potential collocations or alternative sites for the failure to meet the applicant's service coverage objectives, the applicant will provide: (a) a description of its objective, whether it be to close a gap or address a deficiency in coverage, capacity, frequency or technology; (b) detailed technical maps or other exhibits with clear and concise RF data to illustrate that the objective is not met using the alternative (whether it be collocation or a more preferred location); and (c) a description of why the alternative (collocation or a more preferred location) does not meet the objective.

- (b) **Collocation Consent.** A written statement will be signed by a person with the legal authority to bind the applicant and the project owner, which indicates whether the applicant is willing to allow other transmission equipment owned by others to collocate with the proposed wireless communication facility whenever technically and economically feasible and aesthetically desirable.

- (c) **Documentation.** Applications submitted under this Section for towers shall include the following materials:

- (1) **Requirement for FCC Documentation.** The applicant shall provide a copy of the applicant's FCC license or registration.
- (2) **Visual Analysis.** A color visual analysis that includes to-scale visual simulations that show unobstructed before-and-after construction daytime and clear-weather views from at least four angles, together with a map that shows the location of each view, including all equipment and ground wires.

- (3) **Design Justification.** A clear and complete written analysis that explains how the proposed design complies with the applicable design standards under this Section to the maximum extent feasible. A complete design justification must identify all applicable design standards under this Section and provide a factually detailed reason why the proposed design either complies or cannot feasibly comply.
- (4) **Noise Study.** A noise study, if requested by the City and the proposal is in or within two hundred feet (200') of residentially zoned property or in the downtown area for the proposed WCF and all associated equipment.
- (5) **Additional Information Required.** Applicants for a Conditional Use Permit for a macrocell tower shall also submit the following information:
  - (i) A scaled site plan clearly indicating the location, type, height and width of the proposed tower, on-site land uses and zoning, adjacent land uses and zoning (including when adjacent to other municipalities or the County), separation distances, adjacent roadways, photo simulations, a depiction of all proposed transmission equipment, proposed means of access, setbacks from property lines, elevation drawings or renderings of the proposed tower and any other structures, topography, parking, utility runs and other information deemed by the Community Development Department to be necessary to assess compliance with this Section.
  - (ii) Legal description of the parent tract and leased parcel (if applicable).
  - (iii) The setback distance between the proposed tower and the nearest residential unit and the nearest residentially zoned property.
  - (iv) The separation distance from other towers described in the inventory of existing sites shall be shown on an updated site plan or map. The applicant shall also identify the type of construction of the existing tower(s) and the owner/operator of the existing tower(s), if known.
  - (v) Method of fencing, and finished color and, if applicable, the method of camouflage and illumination.
  - (vi) A description of compliance with all applicable federal, state and local laws.
  - (vii) Identification of the entities providing the backhaul network for the tower(s) described in the application and other cellular sites owned or operated by the applicant in the municipality.
  - (vii) A description of the suitability of the use of existing towers or other structures to provide the services to be provided through the use of the proposed new tower.
  - (ix) A clear and complete written statement of purpose, which shall minimally include: (1) a description of the technical objective to be achieved; (2) a to-scale map that identifies the proposed site location and the targeted service area to be benefited by the proposed project; and (3) full-color signal propagation maps with objective units of signal strength measurement that show the applicant's current service coverage levels from all adjacent sites without the proposed site, predicted service coverage levels from all adjacent sites with the proposed site, and predicted service coverage levels from the proposed site without all adjacent sites. These materials shall be reviewed and signed by a Wyoming-licensed professional engineer or a qualified employee of the applicant. The qualified employee of the applicant shall submit his or her qualifications with the application.

- (d) Radio Frequency (RF) Emissions Compliance Report. A written report will be prepared, signed and sealed by a Wyoming-licensed professional engineer or a competent employee of the applicant, which assesses whether the proposed WCF demonstrates compliance with the RF emissions limits established by the FCC. The qualified employee of the applicant shall submit his or her qualifications with the application.
- (e) Documentation of Completion of Work. To enable the City to keep accurate, up-to-date records of the placement of telecommunication towers and facilities within City limits, at the time the work on the facility or tower is completed, and before operation begins, the owner/operator of the tower shall submit documentation to the City's Building Department providing:
  - (1) Certification in writing that the tower is structurally sound and conforms to the requirements of the City's Building Code and all other construction standards set forth by the Casper Municipal Code, federal and state law by filing, a sworn and certified statement by an engineer to that effect. The tower owner may be required by the City to submit more frequent certifications should there be reason to believe that the structural and electrical integrity of the tower is jeopardized. The certification must be based upon on-site physical inspection.
  - (2) The name(s) and number of providers located on the tower, the type and use of any antenna located on the tower, and the name, address and telephone number of any owner, if there has been a change of ownership of the tower.
  - (3) An initial payment of a registration fee which shall be in addition to any other fee paid by the owner or operator of the tower or facility, for all towers or facilities located within the City, shall be required and shall be submitted to the City's Community Development Department at the time of submission of the documentation, as required in (e)(1) and (2) of this subsection.

Section 12. WCF Exceptions to Standards.

- (a) Applicability. Except as otherwise provided in Section 7. (p) above, (Site Design Flexibility), no WCF shall be used or developed contrary to any applicable development standard unless an exception has been granted pursuant to this subsection. These provisions apply exclusively to WCFs and are in lieu of the generally applicable variance and design departure provisions in this Code; provided this subsection does not provide an exception from this Section's visual impact and stealth design.
- (b) Procedure Type. A WCF's exception is subject to approval by the Planning and Zoning Commission.
- (c) Submittal Requirements. An application for a wireless communication facility exception shall include:
  - (1) A written statement demonstrating how the exception would meet the criteria.
  - (2) A site plan that includes:
    - (i) Description of the proposed facility's design and dimensions, as it would appear with and without the exception.
    - (ii) Elevations showing all components of the wireless communication facility, as it would appear with and without the exception.
    - (iii) Color simulations of the wireless communication facility after construction demonstrating compatibility with the vicinity, as it would appear with and without the exception.

- (d) Criteria. An application for a wireless communication facility exception shall be granted if the following criteria are met:
- (1) The exception is consistent with the purpose of the development standard for which the exception is sought.
  - (2) Based on a visual analysis, the design minimizes the visual impacts to zones through mitigating measures, including, but not limited to, building heights, bulk, color, and landscaping.
  - (3) The applicant demonstrates the following:
    - (i) A significant gap in the coverage, capacity, or technologies of the service network exists such that users are regularly unable to connect to the service network, or are regularly unable to maintain a connection, or are unable to achieve reliable wireless coverage within a building;
    - (ii) The gap can only be filled through an exception to one or more of the standards in this Section; and
    - (iii) The exception is narrowly tailored to fill the service gap such that the wireless communication facility conforms to this Section's standards to the greatest extent possible.
  - (4) For a new tower proposed to be located in a residential zone or within two hundred feet (200') of a residential zone or in the downtown area, unless the proposal qualifies as a preferred location on City-owned or operated property or facilities, the applicant must also demonstrate that the manner in which it proposes to fill the significant gap in coverage, capacity, or technologies of the service network is the least intrusive on the values that this Section seeks to protect.

Section 13. Removal of Abandoned Towers. Towers which are not used for a period of six months or more shall be removed by the owner within ninety days from the date of written notification by the City. To assure the removal of towers, which have not been maintained or have been abandoned, a performance bond, cash, letter of credit, or other approved security shall be submitted for each tower. The amount of the bond, cash, letter of credit, or other approved security shall be based on an estimate provided by a contractor licensed in the state of Wyoming, who shall estimate the cost of removing the tower. This estimation shall be provided in writing and submitted with the application. There will be a ten percent contingency fee added to the contractor's estimate. In the event the owner shall fail to remove any tower not maintained or abandoned, as provided in this subsection, the City shall have the right to enter the premises and remove such tower without further notice to owner, in which event, all removal costs shall be charged against the bond or security and the owner until satisfied.

Section 14. Emergency Circumstances. The City reserves the right to enter upon and disconnect, dismantle or otherwise remove any tower or telecommunications facility should same become an immediate hazard to the safety of persons or property due to emergency circumstances, as determined by the City Manager or his designee, such as natural or man-made disasters or accidents, when the owner of any such facility is not available to immediately remedy the hazard. The City shall notify any such owner of any such action within twenty-four hours. The owner and/or operator shall reimburse the City for the costs incurred by the City for action taken pursuant to this subsection.

Section 15. Inspections. The City reserves the right upon reasonable notice to the owner/operator of the tower to conduct inspections for the purpose of determining whether the tower, equipment, and/or related buildings comply with all provisions of the Casper Municipal Code, the applicable building codes or all other construction standards provided by local, state or federal law.

Section 16. Independent Consultant and RF Technical Review. Although the City intends for City staff to review applications to the extent feasible, the City may retain the services of an independent consultant and RF expert of its choice to provide evaluation of permit applications for WCFs, when they

are subject to conditional use permits or administrative review. The third party expert shall have recognized training and qualifications in the field of telecommunications or radio frequency engineering. The consultant's and RF expert's review may include, but is not limited to: (a) the accuracy and completeness of the items submitted with the application; (b) the applicability of analysis and techniques and methodologies proposed by the applicant; (c) the validity of conclusions reached by the applicant; and, (d) whether the proposed WCF complies with the applicable approval criteria set forth in this Section. The applicant shall pay the cost for any independent consultant fees through a deposit, estimated by the City, paid within ten (10) days of the City's request. When the City requests such payment, the application shall be deemed incomplete for purposes of application processing timelines until the deposit is received. In the event that such costs and fees do not exceed the deposit amount, the City shall refund any unused portion within thirty (30) days after the final permit is released or, if no final permit is released, within thirty (30) days after the City receives a written request from the applicant. If the costs and fees exceed the deposit amount, then the applicant shall pay the difference to the City within thirty (30) days and before the permit is issued.

**Section 17. Final Inspection.**

- (a) A certificate of completion will only be granted upon satisfactory evidence that the WCF was installed in substantial compliance with the approved plans and photo simulations.
- (b) If it is found that the WCF installation does not substantially comply with the approved plans and photo simulations, the applicant shall promptly make any and all such changes required to bring the WCF installation into compliance, and in any event prior to putting the WCF in operation.

**Section 18. Compliance.**

- (a) All wireless communication facilities must comply with all standards and regulations of the FCC and any State or other federal government agency with the authority to regulate wireless communication facilities.
- (b) The site and wireless communication facilities, including all landscaping, fencing and related transmission equipment must be maintained at all times in a neat and clean manner and in accordance with all approved plans.
- (c) All graffiti on wireless communication facilities must be removed at the sole expense of the permittee after notification by the City to the owner/operator of the WCF.
- (d) If any FCC, State or other governmental license or any other governmental approval to provide communication services is ever revoked as to any site permitted or authorized by the City, the permittee must inform the City of the revocation within thirty (30) days of receiving notice of such revocation.

**Section 19. Indemnification.** Each permit issued for a WCF located on City property shall be deemed to have as a condition of the permit a requirement that the applicant defend, indemnify and hold harmless the City and its Council, officers, agents, employees, volunteers, and contractors from any and all liability, damages, or charges (including attorneys' fees and expenses) arising out of claims, suits, demands, or causes of action as a result of the permit process, a granted permit, construction, erection, location, performance, operation, maintenance, repair, installation, replacement, removal, or restoration of the WCF.

**Section 20. Eligible Facilities Request.**

- (a) **Purpose.** This Section 20 implements Section 6409(a) of the Spectrum Act (47 U.S.C. Section 1455(a)), as interpreted by the FCC in its Report and Order No. 14-153 and regulated by 47

C.F.R. § 1.40001, which requires a state or local government to approve any Eligible Facilities Request for a modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station.

(b) Application Review.

- (1) **Application.** The City shall prepare and make publicly available an application form. The City may not require an applicant to submit any other documentation intended to illustrate the need for any such wireless facilities or to justify the business decision to modify such wireless facilities.
- (2) **Review.** Upon receipt of an application for an Eligible Facilities Request pursuant to this subsection, the Community Development Director or the designee thereof, shall review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.
- (3) **Timeframe for Review.** Within 60 days of the date on which an applicant submits an application seeking approval of an Eligible Facilities Request under this subsection, the City shall review and act upon the application, subject to the tolling provisions below.
- (4) **Tolling of the Timeframe for Review.** The 60-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete. The timeframe for review is not tolled by a moratorium on the review of applications.
  - (i) To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application.
  - (ii) The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.
  - (iii) Following a supplemental submission, the City will have 10 days to notify the applicant if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this subsection. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.
- (5) **Failure to Act.** In the event the City fails to approve or deny a complete application under this subsection within the timeframe for review (accounting for any tolling), the request shall be deemed granted provided the applicant notifies the City in writing after the review period has expired. Provided, however, the request is still subject to Section 25 (Standard Conditions of Approval).

- (c) Compliance Obligations Due to Invalidation. In the event that any court of competent jurisdiction invalidates all or any portion of Section 6409 or any FCC rule that interprets Section 6409 such that federal law would not mandate approval for any Section 6409 approval(s), such approval(s) shall automatically expire one year from the effective date of the judicial order, unless the decision would not authorize accelerated termination of previously approved Section 6409 approvals or the City grants an extension upon written request from the permittee that shows good cause for the extension, which includes without limitation extreme financial hardship. Notwithstanding anything in the previous sentence to the contrary, the City may not grant a permanent exemption or indefinite extension. A permittee shall not be required to remove its improvements approved under the invalidated Section 6409 approval when it has obtained the

applicable permit(s) or submitted an application for such permit(s) before the one-year period ends.

- (d) City's Standing Reserved. The City's grant or grant by operation of law of a Section 6409 approval does not waive, and shall not be construed to waive, any standing by the City to challenge Section 6409, any FCC rules that interpret Section 6409 or any Section 6409 approval.

Section 21. Collocation Applications.

- (a) Purpose. This Section 21 implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14-153. Except when a shorter timeframe is otherwise required under Section 20, the following timeframes apply to collocation.

(b) Application Review.

- (1) Application. The City shall prepare and make publicly available an application form.
- (2) Review. Upon receipt of an application for a collocation request pursuant to this subsection, the City shall review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.
- (3) Timeframe for Review. Within 90 days of the date on which an applicant submits an application seeking approval of a collocation request under this subsection, the City shall review and act upon the application, subject to the tolling provisions below.
- (4) Tolling of the Timeframe for Review. The 90-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete.
  - (i) To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application.
  - (ii) The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.
  - (iii) Following a supplemental submission, the City will notify the applicant within 10 days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this subsection. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.
- (5) Failure to Act. In the event the City fails to approve or deny a complete application under this subsection within the timeframe for review (accounting for any tolling), the applicant shall be entitled to pursue all remedies under applicable law.

**Section 22. New Site or Tower Applications.**

- (a) **Purpose.** This Section 22 also implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14-153.
- (b) **Application Review.**
- (1) **Application.** The City shall prepare and make publicly available an application form.
  - (2) **Review.** Upon receipt of an application for a request for a new site or tower pursuant to this subsection, the City shall review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.
  - (3) **Timeframe for Review.** Within 150 days of the date on which an applicant submits an application seeking approval of a request for a new site or tower under this subsection, the City shall review and act upon the application, subject to the tolling provisions below.
  - (4) **Tolling of the Timeframe for Review.** The 150-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete.
    - (i) To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application.
    - (ii) The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.
    - (iii) Following a supplemental submission, the City will notify the applicant within 10 days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this subsection. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.
  - (5) **Failure to Act.** In the event the City fails to approve or deny a complete application under this subsection within the timeframe for review (accounting for any tolling), the applicant shall be entitled to pursue all remedies under applicable law.

**Section 23. Application Fees.** In connection with the filing of an application, the applicant shall pay all applicable application fees, according to a City Resolution.

**Section 24. Laws, Rules and Regulations.** This Section shall be subject to all applicable laws, rules and regulations.

**Section 25. Standard Conditions of Approval.**

- (a) **Applicability.** In addition to all other conditions adopted by the City, all permits, whether approved by the City or deemed approved by the operation of law, shall be automatically subject to the conditions in this Section. The City shall have discretion to modify or amend these conditions on a case-by-case basis as may be necessary or appropriate under the circumstances to protect public health and safety or allow for the proper operation of the approved facility consistent with the goals of this Section.

- (b) Permit Term. A permit will automatically expire one year and one day from its issuance. Any other permits or approvals issued in connection with any collocation, modification or other change to a wireless facility, which includes without limitation any permits or other approvals deemed-granted or deemed-approved under federal or state law, will not extend this term limit unless expressly provided otherwise in such permit or approval or required under federal or state law.

Section 26. Severability. The various parts, sentences, paragraphs and clauses of this Section are hereby declared to be severable. If any part, sentence, paragraph or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Section shall not be affected thereby.

Section 27. Conflicts. These Wireless Communication Facilities regulations are in addition to other regulations in the zoning portions of the Casper Municipal Code. In case of a conflict between regulations, the most restrictive shall apply except as otherwise indicated.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING:

PASSED on 1st reading the 16<sup>th</sup> day of Jan, 2018.

PASSED on 2nd reading the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

PASSED, APPROVED, AND ADOPTED on third and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

Walter Trout

ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor

January 8, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *lb*  
SUBJECT: Resolution Approving a Proposed Amendment to the New Delta Addition Subdivision Agreement, dated August 3, 1999, to remove the land use restriction on restaurants with drive-up service/windows on Lot 1 of the TOPOL Addition

Meeting Type & Date: Regular Council Meeting, February 6, 2018.

Action Type: Resolution.

Recommendation: That Council, by Resolution, approve the proposed amendment to the New Delta Addition Subdivision Agreement, dated August 3, 1999, to remove the land use restriction on restaurants with drive-up service/windows on Lot 1 of the TOPOL Addition, located at 4140 Centennial Hills Boulevard.

Summary: The applicants in this case are the current owners of all of the properties within the former New Delta Addition, which was approved in 1999. Since that time, the property has been further subdivided to create the Topol Addition, and the New Delta Addition No. 2, as it is platted today. When the New Delta Addition was approved, the City Council included land use restrictions in the subdivision agreement in order to presumably, restrict land uses that the surrounding neighborhood found objectionable. One of those restrictions prevented restaurants with drive-up windows to be placed on the lot now addressed as 4120 Centennial Hills Boulevard, on the corner. Staff believes that the restriction on restaurants with drive-up windows was meant, at the time, to prevent fast-food restaurant development on the site. Since 1999, the property has remained vacant/undeveloped.

The Planning and Zoning Commission reviewed the proposed subdivision agreement amendment at its December 2017 public hearing. Staff received a single letter of opposition from a neighboring property owner, citing concerns with the potential impacts of commercial development in proximity to their home. Several individuals spoke in favor of the amendment on behalf of the applicants at the public hearing. The Planning and Zoning Commission voted to approve the subdivision agreement amendment, and to forward a “do-pass” recommendation to the City Council.

As required by City Code and Wyoming State Statute, a legal notice was published in the Casper Star-Tribune for the Planning and Zoning Commission public hearing. Public notices were sent to all property owners within three hundred (300) feet of the subject property by First Class Mail, and the property was posted with an informational sign.

Financial Considerations: None.

Oversight/Project Responsibility: Craig Collins, City Planner, is tasked with applying Casper's Municipal Code land use regulations.

Attachments: Resolution  
New Delta Addition Subdivision Agreement  
Proposed Subdivision Agreement Amendment  
Aerial Map

JUL 26 2000

CITY OF CASPER/NEW DELTA ADDITION  
SUBDIVISION AGREEMENT

THIS AGREEMENT made and entered into this 3<sup>rd</sup> day of August 1999, by and between the City of Casper, a Municipal Corporation, 200 North David Street, Casper, Wyoming, hereinafter referred to as "City," and Linda Michelle Ferguson, 62 Jönquil, Casper, Wyoming, 82604, hereinafter referred to as "Owners."

WHEREAS, Owners are the owners of an 8.118 acre tract of land which comprises Lots 1 and 2 of the New Delta Addition to the City of Casper. A copy of the attached plat which heretofore has been approved by the City of Casper, is a simultaneous act with the execution of this agreement; and,

WHEREAS, it is the mutual desire of the parties hereto to have said Addition developed as a part of the City of Casper, Wyoming.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SECTION 1 - OBLIGATIONS OF OWNER.

Upon written demand of the Council or the City Manager, the Owner, at his sole cost and expense, shall do, or cause to be done, the following:

1.1 Surveying:

- a. All subdivision comers and 1/16 comers shall be marked with 2" brass caps. These caps shall be set in concrete and shall show the number of the comer, elevation of the comer, identifying initial of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. The 1/16 comer shall be properly marked and verified as to the location, true elevation, and reference.
- b. Block and lot comers, points of tangency (PT's), and points of curves (PC's), shall be marked by ½ " by 18" rebar driven flush with the ground surface, and identified by an aluminum cap. Points of intersection (PI's) of all blocks, and the PT's and the PC's of all curves, shall be witnessed on site by an iron pin at the construction. Block and lot corners shall be marked after initial dirt moving work has been completed so that duplicate marking of lot and block comers will not be necessary. Said markers shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- c. A record of all elevation data for the addition of the 1/16 comer shall be submitted to the Public Services Director prior to the issuance of any building permit.

656306

NATRONA CO. CLERK, WY  
MARY ANN COLLINS  
RECORDED

11:00 JUL 21 AM 10:32

1 of 8

City  
113

2200

1.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, sidewalks, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place, and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director or designated authority for any and all phases of construction.

1.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by an engineer registered in Wyoming, who shall certify that the improvements, including curbs, gutter, sidewalks, paving, utility systems, storm sewers, street lighting, and etc., have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
- b. The Owner shall maintain, repair, and replace improvements installed by owner, if necessary, ~~all the improvements~~ for a period of one (1) year from the date the certification is approved. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of third parties. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept the construction thereof in writing and thereafter maintain said street dedicated to the public. In the event the Owner fails to maintain, repair, or replace said improvements, City may, at its option, maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- c. Streets, sidewalks, curbs, and gutters shall be constructed in accordance with the 1986 AASHTO Manual "Guide for the Design of Pavement Structures" or an equal standard approved by the Public Services Director. The Owner or his assignee shall maintain adjacent sidewalks and, prior to any lot sales, the Owner shall so advise its purchasers of the obligation of maintenance and shall replace any sidewalks, curb and gutters, or curbwalk that was broken during construction.
- d. The sole access to Lots 1 and 2 of the New Delta Addition shall align with the access point onto 15th Street of Tract 1, Centennial Hills Business Park.

2 of 9

11/11/11

1.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. This plat will not require additional installation of street lights.

1.5 Soils Analysis:

The Owner shall provide the Community Development Department with a soils analysis and subdivision lot drainage plan. Individual lot test bores will be required on each lot, with a soils analysis for the foundation design, and shall be approved by the Community Development Director and the City Engineer, prior to the issuance of a building permit.

1.6 Stormwater Management:

The Owner will not be required to provide for on-site stormwater detention. However, if at such time that the City Council elects to proceed with a drainage basin wide stormwater detention program, the Owner shall be required to participate with a proportionate share of the total costs for the detention facility or facilities for the basin affected by the development. The Owner shall be required to provide the Public Services Department, prior to approval of the subdivision plat, calculations of pre-development and post-development stormwater runoff values from the development for the ten (10) and one hundred (100) year return period storms.

1.7 Erosion Control Program:

An earthwork permit shall be obtained from the Public Services Director prior to any earthwork taking place on the Addition. The Owner will be required to obtain an Erosion Control Bond for the developed portion of the lot area in the amount of \$9,207, based on \$.05 per square foot of developed land.

1.8 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner/Developer shall be designed and certified by a Wyoming registered professional engineer, with said plans being approved by the Public Services Director and Community Development Director. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner.

1.9 Issuance of Building Permits:

All building permits will be issued by the Community Development Director in accordance with Casper Municipal Code, Section 16.12.030.

1.10 Water and Sewer:

- a. Curb boxes shall be left near the south easement line in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If Owner shall fail or refuse to promptly repair or replace such boxes as required, they may do so and charge Owner directly for said cost. Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary sewer lines to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Sewer sizes shall be as determined by the City.
- c. The Owner, at his own cost, shall install sewer service lines, in accordance with City specifications, to the property line so as to serve each lot or building site in the Addition.
- d. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the City's satisfaction. If the Owner fails, refuses, or neglects to repair or replace said damaged items, the City may do so and deduct the cost thereof from the City's oversizing contribution or, alternatively, charge the Owner directly for said cost. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner, and said obligation shall continue until the sewer line and the system within the Addition is accepted by the City's representatives; provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed in the event of damage by reason of future sewer construction within said Addition.
- e. In the event water and sewer mains are existing in streets adjacent to the Addition, and the cost of such lines was not borne by the present or previous owners of the Addition, the Owner agrees to pay the then-current street lateral charge for each lot prior to connecting to said water and sewer mains.
- f. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water or sewer systems, the then-existing water connection charge, sewer connection charge, and water meter charge shall be paid to the City.
- g. Each building in the Addition shall install the following water saving devices: pressure reducing valve limiting pressure to a maximum of 60 psi, toilets with a

maximum flush of 3 ½ gallons, aerators (which provide for a maximum flow of 1.0 gpm) on all bathroom sinks, and water saving shower heads to limit flows to a maximum of 3.0 gpm. Water and sewer service will not be provided to any building not meeting these requirements.

- h. All necessary easements up to and through the subdivision shall be obtained by the Owner. The Owner promptly shall deliver easements in form acceptable for recording, wherever reasonably required for the purposes of enabling the City to install, maintain, and repair its sewer lines, water lines, fire hydrants, and future bikeway/pedestrian pathway.
- i. No occupancy of buildings in the Addition will be made until acceptance of the water and sewer system by the City. Before acceptance will be made, the final operational inspection shall be performed, and as-built drawings, including location of water and sewer service lines, shall be provided.

## SECTION 2 - OBLIGATIONS OF CITY.

2.1 Lot I shall be zoned C-2 (General Business) Limited with an increased rear yard setback requirement ~~25'~~ 50' and with the permitted uses limited to the following:

- a. Banks, savings and loans, and finance companies.
- b. Neighborhood convenience establishments with food and gas (no diesel fuel and limited to one lot for this development).
- c. Dance studios.
- d. Electrical and television repair shops (including electronic and computer equipment).
- e. Day cares.
- f. General and professional offices.
- g. Pet shops.
- h. Medical laboratories and clinics, health spas, and rehabilitation centers.
- i. Real estate brokers, insurance agents.
- j. Personal service shops.
- k. Pharmacies.
- l. Restaurants with liquor service (Limited to restaurant liquor license only).
- m. Cafes, coffee shops and restaurants (no drive-up service or windows permitted).
- n. Sundry shops, specialty shops.
- o. Theaters.
- p. Vocational centers, medical and professional institutions.
- q. Retail-General (excluding tire stores, car washes, automobile service centers, automobile sales, auto parts, liquor stores, massage parlors, tattoo parlors, body piercing parlors, adult video and book stores or other land uses not compatible with the neighborhood convenience land uses.

2.2 Lot 2 will be zoned C-1 (Neighborhood Convenience) Limited with a 25' side yard and rear yard setback requirement ~~and a 50' rear yard setback requirement~~ height limitations

5 of 9

of one story as viewed from the east of the subject property and with permitted uses restricted to the following:

- a. Assisted living.
- b. General and professional offices.
- c. Medical clinics and health spas.
- d. Parks, playgrounds, historical sites, and other similar recreational facilities.
- e. Pharmacies.

- 2.3 The City shall issue a building permit and occupancy permit for the building pursuant to Title 15 of the Casper Municipal Code, under the terms of this agreement and upon performance by the Owner of the conditions set forth above. All building permits will be issued by the Community Development Director in accordance with Casper Municipal Code.

### SECTION 3 - REMEDIES.

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this agreement in an expeditious manner, the City may, at its option, do any or all of the following:

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its successors in interest.
- b. After written notice to the Owner of those items which have not been completed or properly completed, and upon failure to cure the same by the Owner within a reasonable period of time, the City may complete any and all of the public improvements required by this agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this paragraph are in addition to any other remedies specifically provided for in this agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. Owner further agrees to pay all reasonable attorney's fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this agreement in a court of law. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

THIS AGREEMENT shall be binding upon, and shall inure to the benefit of all parties hereto, their successors and assigns.

THE OWNER represents by his signature below, that there are no outstanding mortgages against the property to which this agreement relates; or, 'in the alternative, if a mortgage exists by its signature below the mortgage holder, and all mortgage holders consent to the terms of this contract on their own behalf and on behalf of their successors. In the event that the mortgage

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holder becomes the owner of the property, the mortgage holder is not bound to physically complete the improvements agreed to by Owner. Mortgage holder is not a guarantor of the obligations of the Owner, except that mortgage holder's interest is subject to any dedications or other conveyances made by owner to the public, the City or any other public entity. However, any other subsequent property owner is obligated to complete the obligations of the Owner.

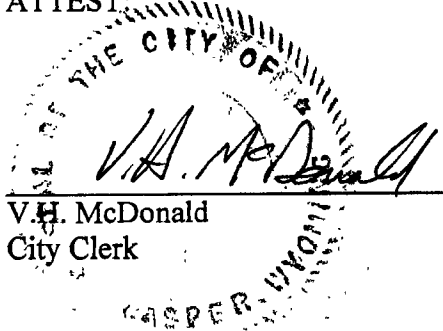
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

APPROVED AS TO FORM:

W. Jackson Stewart

ATTEST:

V.H. McDonald  
V.H. McDonald  
City Clerk



CITY OF CASPER, WYOMING  
A Municipal Corporation

James W. Monroe  
James W. Monroe  
Mayor

WITNESSETH:

Janet R. Adels  
By:

Linda Michelle Ferguson  
Linda Michelle Ferguson

7089

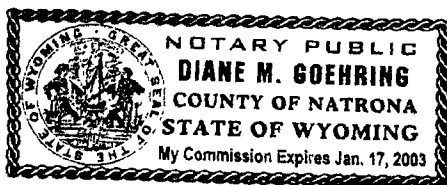
ACKNOWLEDGEMENT

(SEAL)

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF NATRONA                )

The foregoing instrument was acknowledged before me by James W. Monroe, Mayor,  
this 4<sup>th</sup> day of August, 1999.

WITNESS my hand and official seal.



Diane M. Goehring  
Notary Public

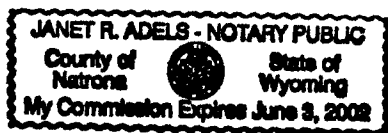
My Commission Expires:

(SEAL)      ACKNOWLEDGMENT

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF NATRONA                )

The foregoing instrument was acknowledged before me by Linda Michelle Ferguson, this  
3<sup>rd</sup> day of August, 1999.

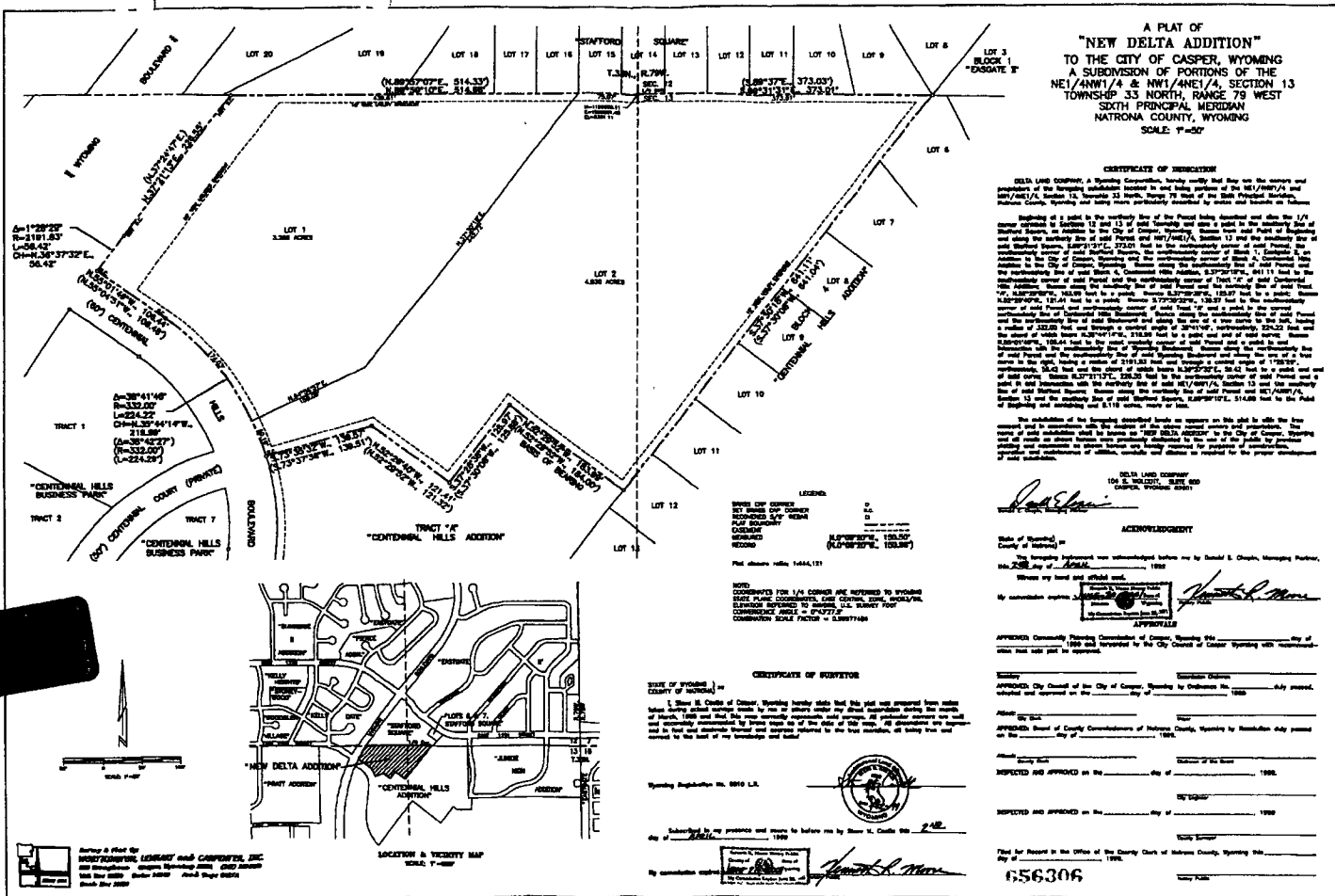
WITNESS my hand and official seal.



Janet R. Adels  
Notary Public

My Commission Expires:

June 3, 2002



### CERTIFICATE OF SURVEY

I, Shirley M. Clark, Clerk of Casper, Wyoming, hereby certify that this plat was prepared from notes taken during actual survey made by me or under my direct supervision during the month of March, 1990 and that the same accurately represent and portray all natural corners and walls and monuments as shown upon the plat of the plat of the plat. All distances are reported in feet and decimal fractions and angles are reported in degrees, minutes and seconds and are correct to the best of my knowledge and belief.

Witness my hand and official seal this 24th day of April, 1990.

Subscribed to my presence and signed by before me by Shirley M. Clark, Clerk of Casper, Wyoming, on this 24th day of April, 1990.

**A PLAT OF  
"NEW DELTA ADDITION"  
TO THE CITY OF CASPER, WYOMING  
A SUBDIVISION OF PORTIONS OF THE  
NE1/4NW1/4 & NW1/4NE1/4, SECTION 13  
TOWNSHIP 33 NORTH, RANGE 79 WEST  
SIXTH PRINCIPAL MERIDIAN  
NATRONA COUNTY, WYOMING  
SCALE: 1"=50'**

**CERTIFICATE OF REVISION**

DELTA LAND COMPANY, a Wyoming Corporation, hereby certifies that this plat was prepared from notes taken during actual survey made by me or under my direct supervision during the month of March, 1990 and that the same accurately represent and portray all natural corners and walls and monuments as shown upon the plat of the plat of the plat. All distances are reported in feet and decimal fractions and angles are reported in degrees, minutes and seconds and are correct to the best of my knowledge and belief.

DELTA LAND COMPANY  
100 E. WALDOY, SUITE 200  
CASPER, WYOMING 82401

**ACKNOWLEDGMENT**

I, Shirley M. Clark, Clerk of Casper, Wyoming, hereby certify that this plat was prepared from notes taken during actual survey made by me or under my direct supervision during the month of March, 1990 and that the same accurately represent and portray all natural corners and walls and monuments as shown upon the plat of the plat of the plat. All distances are reported in feet and decimal fractions and angles are reported in degrees, minutes and seconds and are correct to the best of my knowledge and belief.

**APPROVED** County Clerk of Natrona County, Wyoming, this 24th day of April, 1990.

**APPROVED** City Council of the City of Casper, Wyoming, this 24th day of April, 1990.

**APPROVED** Board of County Commissioners of Natrona County, Wyoming, this 24th day of April, 1990.

**APPROVED** Board of County Commissioners of Natrona County, Wyoming, this 24th day of April, 1990.

**APPROVED** Board of County Commissioners of Natrona County, Wyoming, this 24th day of April, 1990.

**APPROVED** Board of County Commissioners of Natrona County, Wyoming, this 24th day of April, 1990.

656306

APR 02 1990 9 of 9

**FIRST AMENDMENT TO NEW DELTA ADDITION  
SUBDIVISION AGREEMENT**

This First Amendment to the New Delta Addition Subdivision Agreement ("Agreement") is made and entered into this 10 day of January, 2018, by and among the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").

2. Topol, LLC, A Wyoming Limited Liability Company, 4140 Centennial Hills Boulevard, Casper, Wyoming 82609 ("Owner").

3. Wyoming Orthopaedic Institute, LLC, A Wyoming Limited Liability Company, 4140 Centennial Hills Boulevard, Casper, Wyoming 82609 ("Owner").

Throughout this Agreement, City and Owner may be individually referred to as a "party" or collectively referred to as the "parties."

WHEREAS, the parties wish to amend the New Delta Addition Subdivision Agreement dated August 3, 1999, recorded in the office of the Natrona County Clerk as Instrument No. 656306, as it pertains to Section 2.1 "Obligations of the City."

NOW, THEREFORE, the parties hereby agree that Section 2.1(m) of the New Delta Addition Subdivision Agreement is hereby amended to allow Cafes, coffee shops and restaurants with drive-up service or windows, to read as follows:

m. Cafes, coffee shops and restaurants ~~(no drive-up service or windows permitted).~~

All other terms and conditions of the New Delta Addition Subdivision agreement not specifically amended herein shall remain in full force and effect as if set forth in full herein.

IN WITNESS WHEREOF, the parties have set their hands the date and year first above written.

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur D. Tremel  
City Clerk

Ray Pacheco  
Mayor

WITNESS:

OWNER  
Topol, LLC

By: Charles Robertson

By: [Signature]

Printed Name: Charles Robertson

Printed Name: SAOucutt

Title: CEO

Title: Member

WITNESS:

OWNER  
Wyoming Orthopaedic Institute, LLC

By: Charles Robertson

By: [Signature]

Printed Name: Charles Robertson

Printed Name: Eric Linford

Title: CEO

Title: President

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF NATRONA                )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by Ray Pacheco, as the Mayor of the City of Casper.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

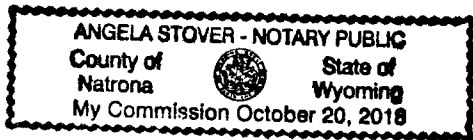
\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF NATRONA                )

This instrument was acknowledged before me on this 10 day of January, 2018, by \_\_\_\_\_ as the \_\_\_\_\_ of Topol, LLC.

(Seal, if any)



Angela Stover  
(Signature of notarial officer)

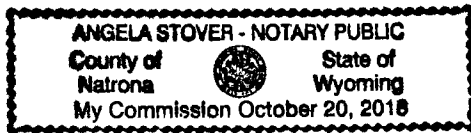
Notary  
Title (and Rank)

[My Commission Expires: October 20, 2018]

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF NATRONA                )

This instrument was acknowledged before me on this 10 day of January, 2018, by \_\_\_\_\_ as the \_\_\_\_\_ of Wyoming Orthopaedic Institute, LLC.

(Seal, if any)



Angela Stover  
(Signature of notarial officer)

Notary  
Title (and Rank)

[My Commission Expires: October 20, 2018]

Surrounding Land Uses:  
(insert here)

Legend  
Subject\_Property

RESOLUTION NO.18-12

A RESOLUTION APPROVING AN AMENDMENT TO THE  
NEW DELTA ADDITION SUBDIVISION AGREEMENT,  
DATED AUGUST 3, 1999

WHEREAS, all property owners, owning all properties within the area formerly  
platted as the New Delta Addition ("Parties") have requested to amend the New Delta Addition  
Subdivision Agreement, dated August 3, 1999, recorded in the office of the Natrona County Clerk  
as Instrument No. 656306; and,

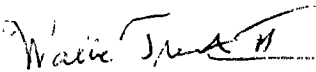
WHEREAS, the City of Casper Planning and Zoning Commission held a public  
hearing on December 21, 2017 to obtain public input, and passed a motion recommending that the  
City Council approve said amendment; and,

WHEREAS, the governing body of the City of Casper finds that the requested  
amendment should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF  
THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to  
execute, and the City Clerk to attest, this resolution approving the First Amendment to the New  
Delta Addition Subdivision Agreement, under the terms and conditions therein.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

January 15, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Liz Becher, Community Development Director *LB*

SUBJECT: Resolution Approving a Replat Creating Meadow View Estates Addition No. 2, Lots 24 and 25, Block 3

Meeting Type & Date: Regular Council Meeting, February 6, 2018.

Action Type: Resolution.

Recommendation: That Council, by Resolution, approve the replat creating Meadow View Estates Addition No. 2, Lots 24 and 25, Block 3.

Summary: Eades Inc. has applied to replat two (2) existing lots located on Freedom Circle, in the development area generally known as Meadow View Estates at the east end of Casper. The proposed replat is reconfiguring the shared lot line between the two (2) lots in order to enlarge the eastern lot and reduce the western-most lot in size slightly. The subject property is zoned R-2 (One Unit Residential) and encompasses a total of 1-1/2 acres. No easements are being altered by the replat, and both proposed lots exceed the City's minimum R-2 (One Unit Residential) zoning district standards. Typically, a two (2) lot subdivision is handled administratively utilizing the City's Minor Boundary Adjustment (MBA) replatting procedure. In this case, an MBA replat is not permissible because the two (2) lots being adjusted are not located within the same platted subdivision. The Planning and Zoning Commission reviewed the proposed vacation and replat at its December 2017 public hearing. There were no public comments either for or against the case. The Planning and Zoning Commission voted to approve the replat and to forward a "do-pass" recommendation to the City Council.

As required by City Code and Wyoming State Statute, a legal notice was published in the Casper Star-Tribune for the Planning and Zoning Commission public hearing. Public notices were sent to all property owners within three hundred (300) feet of the subject property by First Class Mail, and the property was posted with an informational sign.

Financial Considerations: None.

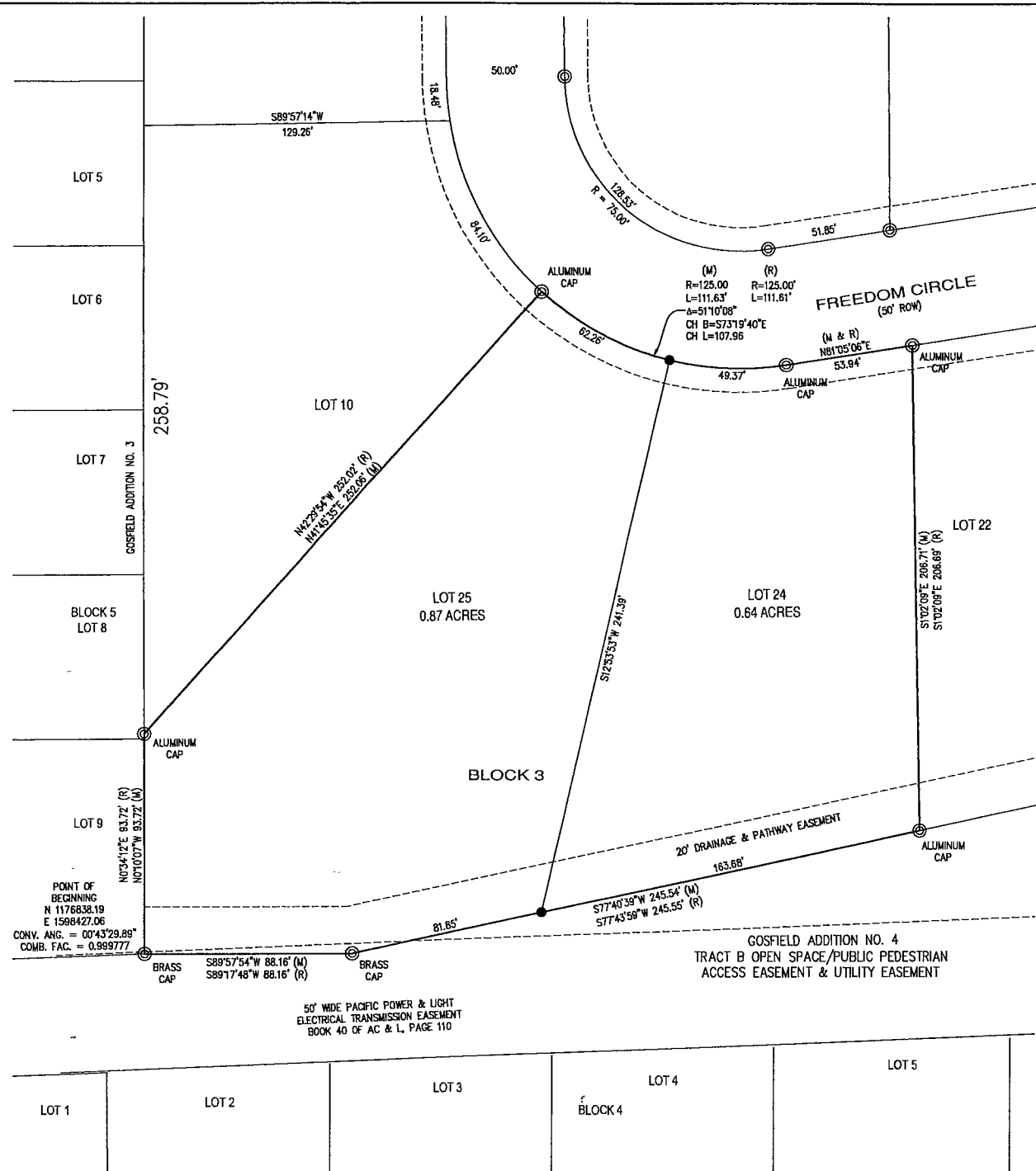
Oversight/Project Responsibility: Craig Collins, City Planner.

Attachments: Resolution  
Aerial Map  
Plat

# Meadow View Estates No. 2 Replat

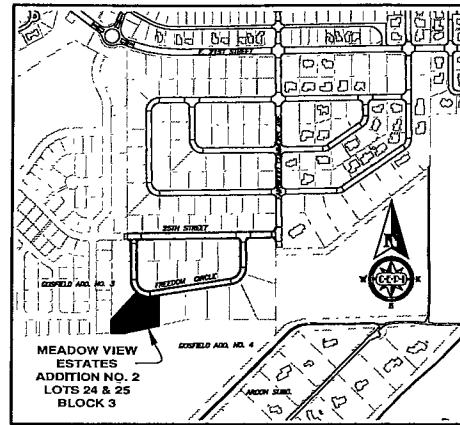
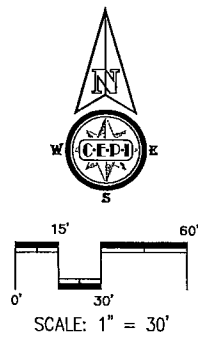


N:\Land 2017\Survey\17-213 Meadow View Replat.dwg, 10/23/2017, BII



- LEGEND
- SET BRASS CAP
  - SET MONUMENT 5/8\"
  - FOUND MONUMENT AS NOTED

**cepi**  
Civil Engineering Professionals, Inc.  
6080 Enterprise Drive Casper, WY 82609  
Phone 307.266.4346 Fax 307.266.0103  
www.cepi-casper.com



VICINITY MAP  
1" = 600'

#### APPROVALS

APPROVED BY THE CITY OF CASPER COMMUNITY DEVELOPMENT DIRECTOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

COMMUNITY DEVELOPMENT DIRECTOR

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

CITY ENGINEER

#### CERTIFICATE OF SURVEYOR

STATE OF WYOMING }  
COUNTY OF NATRONA }SS

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN OCTOBER, 2017, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GIS SYSTEM ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

#### CERTIFICATE OF DEDICATION

STATE OF WYOMING }  
COUNTY OF NATRONA }SS

THE UNDERSIGNED, EADES, INC., DOES HEREBY CERTIFY THAT THEY ARE THE OWNER AND PROPRIETOR OF THE FOLLOWING DESCRIBED PARCEL OF LAND SITUATE IN THE SE1/4 OF SECTION 13, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, ALSO KNOWN AS LOT 9, BLOCK 3, MEADOW VIEW ESTATES ADDITION NO. 2, AS PER THE PLAT RECORDED DECEMBER 9, 2005 AS INSTRUMENT NO. 781501, AND LOT 23, BLOCK 3, MEADOW VIEW ESTATES ADDITION NO. 2 TO THE CITY OF CASPER, AS PER THE PLAT RECORDED OCTOBER 15, 2014 AS INSTRUMENT NO. 980352, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF MEADOW VIEW ESTATES ADDITION NO. 2, ALSO BEING THE SOUTHWEST CORNER OF THE PARCEL BEING DESCRIBED, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE N00°10'07"W, ALONG THE WEST LINE OF MEADOW VIEW ESTATES ADDITION NO. 2, A DISTANCE OF 93.72 FEET TO THE SOUTHWEST CORNER OF LOT 10, BLOCK 3, MEADOW VIEW ESTATES ADDITION NO. 2, MONUMENTED BY AN ALUMINUM CAP;

THENCE N41°45'35"E, ALONG THE NORTHWESTERLY LINE OF SAID LOT 9, BLOCK 3, AND THE SOUTHEASTERLY LINE OF SAID LOT 10, BLOCK 3, A DISTANCE OF 252.06 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 9 AND THE NORTHEASTERLY CORNER OF SAID LOT 10, MONUMENTED BY AN ALUMINUM CAP;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTHERLY LINE OF FREEDOM CIRCLE AND A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, THROUGH A CENTRAL ANGLE OF 51°10'08", A DISTANCE OF 111.63 FEET, WITH A CHORD BEARING OF S73°19'40"E, A DISTANCE OF 107.96 FEET TO THE END OF CURVE, MONUMENTED BY AN ALUMINUM CAP;

THENCE N81°05'06"E, ALONG THE SOUTH LINE OF FREEDOM CIRCLE, A DISTANCE OF 53.94 FEET TO THE NORTHEAST CORNER OF SAID LOT 23 AND THE NORTHWEST CORNER OF LOT 22, BLOCK 3, MEADOW VIEW ESTATES ADDITION NO. 2, MONUMENTED BY AN ALUMINUM CAP;

THENCE S01°02'09"E, ALONG THE LINE COMMON TO SAID LOTS 22 AND 23, BLOCK 3, A DISTANCE OF 206.71 FEET TO THE SOUTHEAST CORNER OF SAID LOT 23 AND THE SOUTHWEST CORNER OF SAID LOT 22, BLOCK 3, MONUMENTED BY AN ALUMINUM CAP;

THENCE S77°40'39"W, ALONG THE SOUTH LINE OF MEADOW VIEW ESTATES ADDITION NO. 2, A DISTANCE OF 245.54 FEET TO AN ANGLE POINT, MONUMENTED BY A BRASS CAP;

THENCE S89°57'54"W, ALONG THE SOUTH LINE OF MEADOW VIEW ESTATES ADDITION NO. 2, A DISTANCE OF 88.16 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.51 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR. THE NAME OF THE SUBDIVISION SHALL BE "MEADOW VIEW ESTATES ADDITION NO. 2, LOTS 24 AND 25, BLOCK 3". THE UTILITY EASEMENTS AND THE DRAINAGE AND PATHWAY EASEMENTS SHOWN HEREON HAVE BEEN PREVIOUSLY DEDICATED TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AS AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND AS SHOWN ON THIS PLAT.

EADES, INC.  
CASPER, WYOMING

WILLIAM R. EADES, OWNER, EADES, INC.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. EADES, OWNER OF EADES, INC. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

WITNESS MY HAND AND OFFICIAL SEAL.  
MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

#### NOTES

- ERROR OF CLOSURE EXCEEDS 1:246,134.
- BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 83/93.
- THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°43'29.89", AND THE COMBINED FACTOR IS 0.999777.
- ALL DISTANCES ARE GROUND.
- ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

VACATION AND REPLAT OF  
LOT 9, BLOCK 3, MEADOW VIEW ESTATES ADDITION NO. 2 &  
LOT 23, BLOCK 3, MEADOW VIEW ESTATES ADDITION NO. 2,  
LOTS 22 AND 23, BLOCK 3

AS

**MEADOW VIEW ESTATES ADDITION NO. 2  
LOTS 24 AND 25, BLOCK 3**

TO THE CITY OF CASPER, WYOMING

BEING A PORTION OF THE  
SE1/4 OF SECTION 13  
T.33N., R.79W., 6TH P.M.  
NATRONA COUNTY, WYOMING  
OCTOBER, 2017  
W.O. #17-213

RESOLUTION NO.18-13

A RESOLUTION APPROVING THE REPLAT CREATING  
MEADOW VIEW ESTATES ADDITION NO. 2, LOTS 24 AND  
25, BLOCK 3

WHEREAS, an application has been made to vacate and replat Lot 9, Block 3, Meadow View Estates Addition No. 2, and Lot 23, Block 3, Meadow View Estates Addition No. 2, Lots 22 and 23, Block 3, to create Meadow View Estates Addition No. 2, Lots 24 and 25, Block 3, comprising 1.51-acres, more or less, and creating two (2) lots; and,

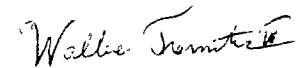
WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing, a motion recommending that the City Council approve said vacation and replat; and,

WHEREAS, the governing body of the City of Casper finds that the above described vacation and replat should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving the vacation and replat as described above.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:


\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor

January 4, 2018

MEMO TO: J. Carter Napier City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director   
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an agreement with Sheet Metal Specialties, Inc., in the amount of \$25,700, for the Fire Station No. 1 Co-Ray-Vac Replacement, Project No. 18-003.

Meeting Type & Date:  
Regular Council Meeting  
February 6, 2018

Recommendation:

That Council, by resolution, authorize an agreement with Sheet Metal Specialties, Inc., in the amount of \$25,700, for the Fire Station No. 1 Co-Ray-Vac Replacement, Project No. 18-003. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$2,300, for a total project amount of \$28,000.

Summary:

On Wednesday, January 3, 2018, three (3) bids were received for the Fire Station No. 1 Co-Ray-Vac Replacement, Project No. 18-003. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Sheet Metal Specialties	Casper, Wyoming	\$25,700
Air Innovations	Casper, Wyoming	\$27,098
Air Comfort Complete	Casper, Wyoming	\$34,857

The Fire Station No. 1 Co-Ray-Vac Replacement Project includes the removal and replacement of the existing Co-Ray-Vac infrared heating system in the apparatus bay. The existing heating system is the original, installed in the mid 1970's. Work is scheduled to be completed by April 27, 2018. The estimate prepared by the City Engineering Division was \$27,000.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations:

Funding will be from the Perpetual Care Fund.

Sheet Metal Specialties, Inc.  
Fire Station No. 1 Co-Ray-Vac  
Project No. 18-003

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

Attachments:

Resolution

Agreement

Sheet Metal Specialties, Inc.  
Fire Station No. 1 Co-Ray-Vac  
Project No. 18-003

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Sheet Metal Specialties, Inc., 1220 East Yellowstone Highway, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove and replace the Co-Ray-Vac heating system at Fire Station No. 1 and,

WHEREAS, Sheet Metal Specialties, Inc., is able and willing to provide those services specified as the Fire Station No. 1 Co-Ray-Vac Replacement, Project No. 18-003.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Fire Station No. 1 Co-Ray-Vac Replacement Project No. 18-003, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by April 27, 2018 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by May 4, 2018.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner

Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of Twenty-Five Thousand Seven Hundred Dollars (\$25,700.00). See Exhibit "A" - Bid Form.

#### ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.
  - 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding \$25,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4 and BS-1).
- 8.4 Addenda No. (0).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions consisting of one (1) section.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

**Fire Station No. 1 Co-Ray-Vac Replacement Project No. 18-003**

- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

#### ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

#### ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

Walter Tremel

CONTRACTOR:

ATTEST:

Sheet Metal Specialties, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Fleur D. Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor

EXHIBIT "A"  
STANDARD  
BID FORM  
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION:      City of Casper  
   **Fire Station No. 1 Co-Ray-Vac Replacement**  
   **Project No. 18-003**

THIS BID SUBMITTED TO:      City of Casper  
   200 North David Street  
   Casper, Wyoming 82601

1.      The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by April 27, 2018, and completed and ready for final payment not later than May 4, 2018 in accordance with the Bidding Documents.
2.      Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3.      Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4.      In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A.      Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  
  
            Addendum No. 1-Pre Bid Notes      Dated 12-27-17  
            Addendum No. \_\_\_\_\_      Dated \_\_\_\_\_
  - B.      Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
  - C.      This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 25,700<sup>00</sup>

TOTAL BASE BID, IN WORDS: Twenty Five Thousand Seven Hundred DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - B. Itemized Bid Schedule.
  - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: PO Box 1243  
Casper WY 82601

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on Jan 3<sup>rd</sup>, 2018.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Shat Metal Specialties Inc (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: Sam Ballagh (seal)

(Title) office Manager

(Seal)

Attest: [Signature]

Business Address: 1220 E. Yellowstone Hwy  
PO Box 1243  
Casper WY 82601

Phone Number: 307-472-4305

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**BID SCHEDULE  
FIRE STATION NO. 1 CO-RAY-VAC  
PROJECT NO. 18-003**

Bid Date: January 3, 2018

COMPANY NAME: Sheet Metal Specialties Inc

ADDRESS: 1220 E. Yellowstone Hwy Casper, WY 82601

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related items.

LS = Lump Sum

ITEM NO.	BASE BID SCHEDULE			
	DESCRIPTION	UNIT	QUANTITY	TOTAL COST
1	Remove and Replace Co-Ray-Vac Heating System	LS	1	\$25,700 <sup>00</sup>

Total Base Bid in words: Twenty Five Thousand Seven Hundred Dollars

Bid submitted by: Sheet Metal Specialties Inc.

(Individual, Partnership, Corporation or Joint-venture)

## RESOLUTION NO.18-14

### A RESOLUTION AUTHORIZING AN AGREEMENT WITH SHEET METAL SPECIALTIES, INC., FOR THE FIRE STATION NO.1 CO-RAY-VAC REPLACEMENT PROJECT NO. 18-003.

WHEREAS, the City of Casper desires to remove and replace the existing Co-Ray-Vac infrared heating system at Fire Station No. 1; and,

WHEREAS, Sheet Metal Specialties, Inc., is able and willing to provide those services specified as Fire Station No. 1 Co-Ray-Vac Replacement, Project No. 18-003; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Two Thousand Three Hundred Dollars (\$2,300.00) and other project administration related change orders that do not substantially alter the scope of the project.

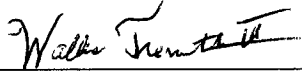
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Sheet Metal Specialties, Inc., for those services, in the amount of Twenty-Five Thousand Seven Hundred Dollars (\$25,700.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Twenty-Five Thousand Seven Hundred Dollars (\$25,700.00), and Two Thousand Three Hundred Dollars (\$2,300.00) for a construction contingency account, for a total project amount of Twenty-Eight Thousand Dollars (\$28,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Two Thousand Three Hundred Dollars (\$2,300.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation



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Fleur D. Tremel  
City Clerk

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Ray Pacheco  
Mayor

January 3, 2018

MEMO TO: J. Carter Napier, City Manager   
FROM: Andrew Beamer, P.E., Public Services Director   
SUBJECT: Accepting a Water Line Easement from Natrona County School District No. 1  
For Maintenance of Water Mains that serve the new Journey Elementary School

Meeting Type & Date  
Regular Council Meeting  
February 6<sup>th</sup>, 2018

Action type  
Resolution

Recommendation:

That Council, by resolution, accept a water line easement from Natrona County School District No. 1 for maintenance of water mains that serve the new Journey Elementary School.

Summary:

Natrona County School District No. 1 has granted the City of Casper a water line easement to maintain water mains that serve the new Journey Elementary School. The water mains are located across the CY Junior High School Addition to the City of Casper. The water mains are being installed by the school district to provide service to the new Journey Elementary School. Upon installation and acceptance, the City will assume ownership and maintenance responsibility for the water mains. The easement allows the City of Casper to construct, maintain, repair, and/or replace the water mains as may be required.

Financial Considerations  
N/A

Oversight/Project Responsibility  
Andrew Beamer, P.E., Public Services Director

Attachments  
Resolution  
Water Line Easement

## **WATER LINE EASEMENT**

THIS EASEMENT AGREEMENT MADE by Natrona County School District No. 1, 970 North Glenn Road, Casper, Wyoming 82601, hereinafter referred to as "Grantor," and the City of Casper, Wyoming, a municipal corporation, 200 North David, Casper, Wyoming 82601, hereinafter referred to as "Grantee."

### **RECITAL**

WHEREAS, Grantee has requested that Grantor provide to Grantee a non-exclusive easement for a water line as described on Exhibit "A" attached hereto.

NOW, THEREFORE, the parties hereby agree as follows:

I. **GRANT OF EASEMENT; CONDITIONS.** Grantor does hereby convey unto the Grantee, its successors and assigns, for the benefit of Grantee, a non-exclusive easement more particularly described on Exhibit "A" attached hereto and made a part hereof, for the purposes of ingress and egress to lay-out, construct, inspect, operate, maintain, repair, replace and remove an underground water line and related equipment, under and across the easement. The easement shall burden Grantor's property and benefit Grantee, its successors and assigns. Grantee shall, as a condition of the easement, at its sole cost and expense, repair or replace and reclaim all areas and appurtenances disturbed by the use of the easement to pre-existing conditions or better. Grantor provides no warranty of title and this easement is subject to reservations, restrictions, covenants and conditions of record and all rights of way and easements, whether of record or not. The Grantee shall not use the easement for any use prohibited by or in violation of the terms of this agreement or applicable laws, rules or regulations.

2. **RESERVATION.** Grantor reserves unto itself such rights in the easement property for any purpose which does not interfere with the easement granted herein, and to create and grant such other easements, rights and privileges in, on, under, or across the easement to such persons and for such purposes as Grantor may elect, provided that the purposes of any such additional easements, rights and privileges shall not be inconsistent or interfere with the easement granted herein.

3. **TERM OF EASEMENT.** The term of the easement shall be for so long as the easement is used for the purpose described in Section 1. If the easement is no longer used for the purposes described in Section 1 or is abandoned in writing by the Grantee, then the easement shall automatically and unconditionally terminate and revert to the then owner or owners of the property burdened by the easement.

4. **LIABILITY.** The Grantor and Grantee do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., by entering into this agreement and they hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

5. **NOTICES.** All notices required or permitted hereunder shall be given by overnight courier delivery, certified mail (return receipt requested), or hand delivery, directed as follows:

To Grantor:                      Natrona County School District No. 1  
    970 North Glenn Road  
    Casper, Wyoming 82601

To Grantee:                      City of Casper  
    Attention: City Manager  
    200 North David  
    Casper, Wyoming 82601

Notices shall be effective only upon actual receipt at the address provided above. Either party, by notice given as provided above, may change the address to which future notices should be sent.

6. **RECORDING.** This agreement and any amendments hereto, shall be recorded by the Grantee at its expense in the real property records of Natrona County, Wyoming.

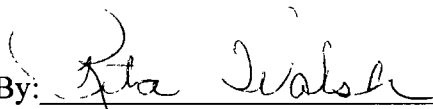
7. **RUNNING OF BENEFITS AND BURDENS; VALIDITY.** All provisions of this agreement, including the benefits and burdens, are appurtenant to and run with the land and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

If any provision of this agreement or the application thereof to any person or situation, to any extent, shall be held invalid or unenforceable, the remainder of this agreement and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and unenforceable to the fullest extent permitted by law.

8. **EFFECTIVE DATE.** The effective date of this agreement shall be the later date of the dates this agreement is executed by Grantor and Grantee below.

**GRANTOR:**  
NATRONA COUNTY SCHOOL  
DISTRICT NO. 1

**GRANTEE:**  
City of Casper, Wyoming  
A Wyoming Municipal Corporation

By:   
Rita Walsh, Chairman,  
Board of Trustees

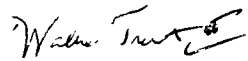
By: \_\_\_\_\_  
Ray Pacheco, Mayor


Date: 1/2/18

Date: \_\_\_\_\_

Attest:  
  
\_\_\_\_\_  
City Clerk

Approved as to Form:

  
City Attorney


 NOTARY PUBLIC  
**CHRISTLE L. BOOTH**  
 STATE OF WYOMING  
 COUNTY OF NATRONA  
 My Commission Expires November 2, 2020

Chrystle L. Booth  
NOTARY PUBLIC

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CASPER

May 17, 2016

Natrona County School District No. 1  
970 N. Glenn Road  
Casper, WY 82601

W.O. No.: 15773

Description: (Water Line Easement-0.18 Acre Parcel)

A Parcel located in and being a portion of C-Y Junior High School Addition to the City of Casper, and being a portion of the NE1/4SW1/4, Section 17, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the most northwesterly corner of the Parcel being described and a point in the NE1/4SW1/4, Section 17, and from which point the CW1/16 corner of said Section 17, bears N16°07'22"W, 755.75 feet; thence from said Point of Beginning, S88°53'02"E, 149.34 feet to a point; thence S1°06'58"W, 20.00 feet to a point; thence N88°53'02"W, 128.49 feet to a point; thence S1°17'15"E, 252.18 feet to a point; thence S88°42'45"W, 20.00 feet to a point; thence N1°17'15"W, 273.04 feet to said Point of Beginning and containing 0.18 acres, more or less, as set forth by the plat attached and made a part hereof.

Said Parcel being subject to any and all reservations, easements and rights-of-way of record or as may otherwise exist.



EXHIBIT

Exhibit A

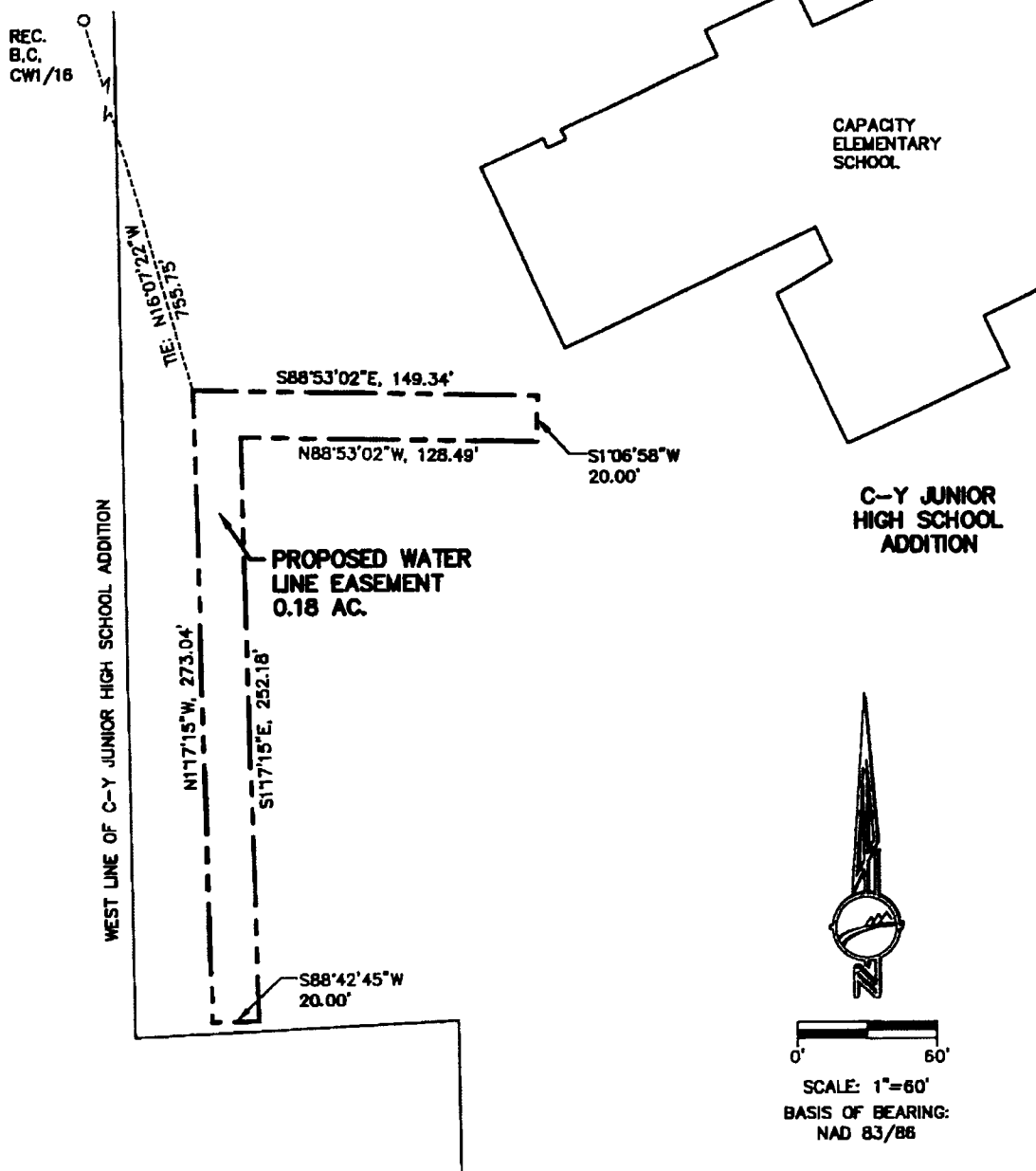
Pg. 1 of 4

WLC ENGINEERING, SURVEYING & PLANNING  
200 PRONGHORN STREET, CASPER, WYOMING 82601  
FOR

Client NATRONA COUNTY SCHOOL DISTRICT NO.1 Address 970 N. GLENN ROAD  
City CASPER State WYOMING Zip 82601

PROPERTY LOCATION PLAT

NE1/4SW1/4 Section 17, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming  
Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision C-Y JUNIOR HIGH SCHOOL ADDITION  
City CASPER County NATRONA State WYOMING



PAGE 1 OF 2  
EXHIBIT "A"

Date: 05-17-16  
W.O. No. 15773  
Book No. \_\_\_\_\_, Pg. \_\_\_\_\_  
Drawn By: MPJ

Acad File: CES WATER EASEMENT MPJ

\\CLIENT\RB+B ARCHITECTS\15773-RBB-HCE SCHOOL\SURVEY\DWG\CES WATER EASEMENT MPJ.DWG



EXHIBIT

Exhibit A



CASPER

May 17, 2016

Natrona County School District No. 1  
970 N. Glenn Road  
Casper, WY 82601

W.O. No.: 15773

Description: (Water Line Easement-0.26 Acre Parcel)

A Parcel located in and being a portion of C-Y Junior High School Addition to the City of Casper, and being a portion of the NE1/4SW1/4, Section 17, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the most northwesterly corner of the Parcel being described and a point in the NE1/4SW1/4, Section 17, and from which point the CW1/16 corner of said Section 17, bears N57°04'35"W, 842.86 feet; thence from said Point of Beginning, N87°21'13"E, 25.00 feet to a point; thence S2°38'47"E, 140.21 feet to a point; thence S50°24'40"W, 164.71 feet to a point; thence S35°24'23"E, 247.65 feet to a point; thence S42°07'47"W, 20.48 feet to a point; thence N35°24'23"W, 270.66 feet to a point; thence N50°24'40"E, 173.32 feet to a point; thence N2°38'47"W, 110.22 feet to a point; thence S87°21'13"W, 5.00 feet to a point; thence N2°38'47"W, 20.00 feet to said Point of Beginning and containing 0.26 acres, more or less, as set forth by the plat attached and made a part hereof.

Said Parcel being subject to any and all reservations, easements and rights-of-way of record or as may otherwise exist.



EXHIBIT

Exhibit A

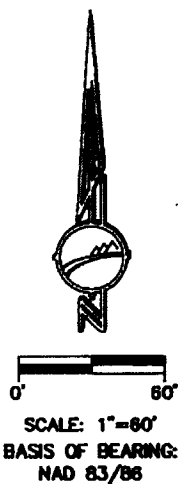
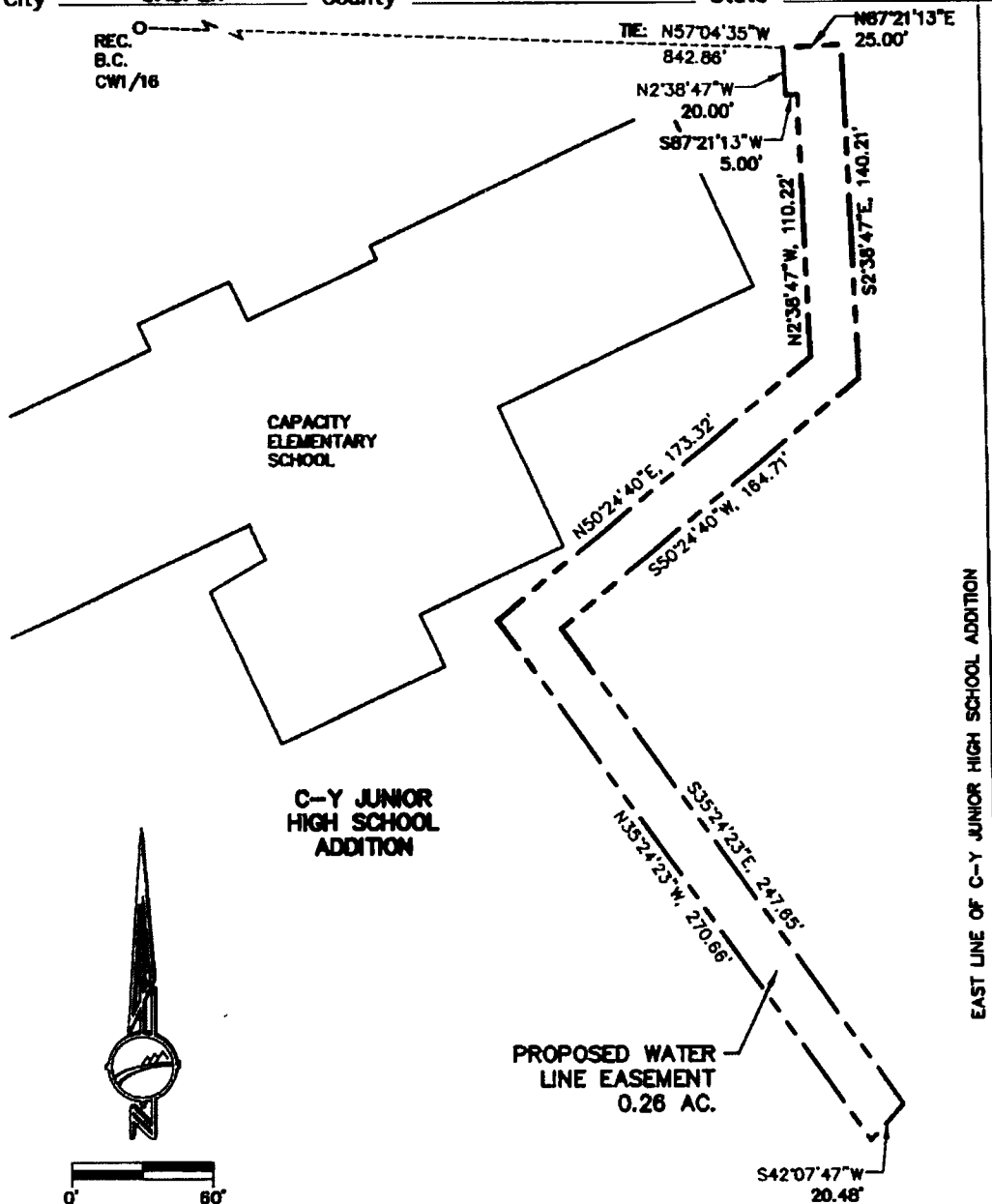
Pg. 3 of 4

WLC ENGINEERING, SURVEYING & PLANNING  
200 PRONGHORN STREET, CASPER, WYOMING 82601  
FOR

Client NATRONA COUNTY SCHOOL DISTRICT NO.1 Address 970 N. GLENN ROAD  
City CASPER State WYOMING Zip 82601

PROPERTY LOCATION PLAT

NE1/4SW1/4 Section 17, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming  
Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision C-Y JUNIOR HIGH SCHOOL ADDITION  
City CASPER County NATRONA State WYOMING



PAGE 1 OF 2  
EXHIBIT "A"

Date: 05-17-16  
W.O. No. 15773  
Book No. \_\_\_\_\_ Pg. \_\_\_\_\_  
Drawn By: MPJ  
Acad File: CES WATER EASEMENT MPJ  
H:\CLIENT\B+B ARCHITECTS\15773-REB-NCE SCHOOL\SURVEY\DWG\CES WATER EASEMENT MPJ.DWG

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EXHIBIT

Exhibit A

Pg. 4 of 4

RESOLUTION NO. 18-15

A RESOLUTION ACCEPTING A WATER LINE EASEMENT FROM THE NATRONA COUNTY SCHOOL DISTRICT NUMBER ONE FOR MAINTENANCE OF WATER MAINS THAT SERVE THE NEW JOURNEY ELEMENTARY SCHOOL.

WHEREAS, the City of Casper requires water line easements to maintain water mains that serve the new Journey Elementary School; and,

WHEREAS, Natrona County School District Number One has granted the City of Casper the necessary easement across its property located in the CY Junior High School Addition to the City of Casper that needs to be approved by the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the water line easement from Natrona County School District Number One, for installation and maintenance of water mains across its property, more particularly described in said easement, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

January 15, 2018

MEMO TO: J. Carter Napier, City Manager *jen*

FROM: Andrew Beamer, P.E., Public Services Director *B*  
Bruce Martin, Public Utilities Director  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing a Contract for Professional Services with CH2M HILL Engineers, Inc., in the Amount of \$236,732, for Engineering Services and Warranty Inspection for the Sam H. Hobbs Wastewater Treatment Plant Motor Control Center Replacement Project, No. 17-081.

Meeting Type & Date:  
Regular Council Meeting  
February 06, 2018

Action Type:  
Resolution

Recommendation:

That Council, by resolution, authorize a contract for professional services with CH2M HILL Engineers, Inc., (CH2M), in the amount of \$236,732, for engineering services and warranty inspection for the Sam H. Hobbs Wastewater Treatment Plant (WWTP) Motor Control Center (MCC) Replacement Project, No. 17-081.

Summary:

A 2011 electrical study, performed by ARCADIS U.S., Inc., for the WWTP facility showed that many of the MCC's serving major plant equipment had, or were soon to, exceed their remaining useful life based on the equipment's age and operating condition. To address this issue, a Request for Proposals (RFP) for design, engineering, bidding, construction administration and warranty inspection for replacement of the MCC's was advertised. Five (5) proposals were received and three (3) firms were interviewed in response to the RFP. Of the firms interviewed, CH2M provided the best proposal based on qualifications, team management/organization, ability of firm to recognize design opportunities in the project, demonstrated design experience, willingness to meet time requirements, and community involvement. Therefore, Engineering Staff recommends awarding CH2M the work for a price of \$236,732. CH2M provided the proposal best meeting the above selection criteria for the construction improvements.

Financial Considerations

Funding for this project will be WWTP Reserves.

Oversight/Project Responsibility  
Alex Sveda, Associate Engineer

Attachments  
Resolution  
Agreement

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City" and/or "Owner").

2. CH2M HILL Engineers, Inc., 200 East 7<sup>th</sup> Street, Suite 314, Loveland, Colorado 80537 ("Consultant").

Throughout this document, the City and Consultant may be collectively referred to as the "parties."

### RECITALS

A. The City is undertaking a project to replace existing motor control centers (MCC) serving major plant equipment at the Sam H. Hobbs Waste Water Treatment Plant (WWTP).

B. The project requires professional services for the design, engineering, bidding, construction administration and warranty inspection in relation to the project.

C. Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain Consultant for such services.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

#### 1. SCOPE OF SERVICES:

Consultant shall perform the following services in connection with and respecting the project:

##### A. Design Phase

1. The design shall include replacement of existing MCC units, installation of current sensors and transmitters for the related starters, related electrical work (including but not limited to replacement of conductors and electrical panels) and include special considerations related to retaining equipment in service during replacements, installations and tie-overs. Existing equipment that connects,

communicates or relates to the existing MCC's, transmitters, and other existing equipment to be replaced or to receive work shall communicate/ function with the new work.

2. Consultant shall conduct field investigations and surveys as necessary to verify existing conditions.
3. Consultant shall coordinate with Owner regarding specific project requirements and other work related to the project.
4. Consultant shall coordinate with utility providers for their utility relocations and/or upgrades.
5. Consultant shall check with materials suppliers and contractors for specific construction costs and materials availability.

Consultant shall prepare a project cost estimate when plans are approximately fifty percent (50%) complete, and again two (2) weeks prior to public advertisement. A pdf plan set AND three (3) hard copy plan sets shall be provided to Owner at 50% completion AND 90% completion, with meetings scheduled with City personnel at each milestone. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, Consultant makes no warranty that Owner's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.

6. Consultant shall meet with Owner's representatives during the course of preparing drawings and specifications to discuss the status of the project. Consultant shall prepare and distribute minutes of progress meetings.
7. Consultant shall attend special meetings with the City Manager or City staff, relating to the performance of this Contract, and shall provide the City with monthly written progress reports, accompanying partial payment requests. Progress reports shall include personnel utilization and associated time applied to the project, in addition to an itemization of expenses.
8. In-person project meetings during the design, bidding, and pre-construction phases of the project will consist of the following:

- a. Project kickoff meeting with Consultant Project Manager, Lead Electrical Engineer, and Subconsultant [Civil Engineering Professionals, Inc. (CEPI)] Project Engineer in attendance for half-day workshop.
  - b. Any required City Manager meetings to be scheduled coincident with other project meetings to limit travel requirements for Consultant staff.
  - c. 50 percent design completion review meeting with Consultant Project Manager and Lead Electrical Engineer and Subconsultant Project Engineer in attendance for half-day workshop.
  - d. 90 percent design completion review meeting with Consultant Project Manager, Lead Electrical Engineer, and Subconsultant Project Engineer in attendance for half-day workshop.
  - e. Prebid meeting with Consultant Lead Electrical Engineer and Subconsultant Project Engineer in attendance and Consultant Project Manager participating by phone.
  - f. Preconstruction meeting with Consultant Lead Electrical Engineer and Subconsultant Project Engineer in attendance and Consultant Project Manager participating by phone.
9. Consultant shall meet the requirements of pertinent Authorities having jurisdiction (AHJ) for design and construction, and assist the City of Casper with all communications and coordination in meeting said requirements for design and construction. Consultant shall meet with and communicate with the AHJ to the extent necessary to prepare plans and specifications that are in compliance with applicable codes and requirements before public advertisement of the project.

#### **B. Construction Drawings**

1. Consultant shall provide construction drawings containing sufficient detail and information to determine construction costs and to construct the improvements. "Half size" (11" X 17") plan sheets may be used, provided information on the drawings is legible, and with permission of the Owner.
2. Consultant shall prepare plans and specifications. Plan/profile sheets, single line diagrams, wire diagrams, wiring schematics, infrared scans, and other necessary drawing sheets shall consist of an appropriate scale, indicating the proposed improvements and utility conflict locations. Consultant shall provide detail sheets as necessary.

3. Final design drawings shall be in computer-aided drafting AND pdf format. Digital format shall be compatible with AutoCAD Release 2015 or earlier and sealed by a Professional Engineer licensed in the State of Wyoming. Half size sheets (11" x 17") may be used provided information on the sheets is legible and with permission of the Owner.
4. Consultant shall coordinate AutoCAD requirements to be 100% compatible with the Owner's CAD system.
5. Consultant shall provide the City Engineering Office a copy of final drawings of the Project in AutoCAD AND pdf format, as required by Municipal Code 16.16.020, on one set of compact discs (CD) labeled as *"Final Design Drawings – WWTP MCC Replacements, Project No. 17-081"*.
6. AutoCAD drawing materials generated by the chosen consultant shall utilize the Natrona Regional Geospatial Cooperative (NRGC) standard template. The template may be obtained through either of the following links:
  - a. <http://www.casperwy.gov/cms/one.aspx?pageId=87224>
  - b. <ftp://Csprftp.CoCST:C0CST1f19@ftp1.casperwy.gov/CoCST/CoCST.zip>
7. Consultant shall provide the Owner four (4) copies of the preliminary construction drawings and project manuals for review at fifty percent (50%) AND at ninety percent (90%) completion.

Consultant shall then provide four (4) copies of corrected construction drawings, for approval prior to project advertising. The approved corrected drawings shall be delivered to the Owner two (2) weeks prior to project advertising.

#### C. Project Manual

1. Consultant shall prepare Technical Specifications covering the required work.
2. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
3. Consultant shall prepare a Project Manual to include the following:
  - a. Technical Specifications.
  - b. Bid Schedule to accompany the Owner's Bid Form. A lump sum bid is assumed so no detailed breakdown of materials will be required on the Bid Schedule, though the City may choose for Consultant to include bid adders/deletions on the Bid Schedule to manage project budget.
  - c. Edit "front end" documents of the Project Manual supplied by the City

Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary, and return them for final typing. After typing by the Owner, Consultant shall incorporate them into the Project Manual.

4. Consultant shall affix his/her professional engineer's stamp, date, and signature to the front cover of the project manual in accordance with Title 33 of Wyoming State Statutes.
5. The Wyoming Department of Environmental Quality (WDEQ) construction permit application will be filled out by CH2M, and the City will pay any associated fees.

**D. Sub-consultants**

1. Consultant shall be responsible to procure necessary sub-consultant to complete the work.
2. The Owner and Consultant shall mutually approve, in writing, the use of sub-consultants that Consultant desires to use.
3. Consultant shall be responsible for the administration, management, procurement, and payment of services provided by sub-consultant(s).

**E. Advertising and Bidding Phase**

1. Consultant shall use QuestCDN for advertising, making plans and specifications available, distributing addenda and distributing bidding results. Consultant shall acquire a login and password from the City of Casper Engineering Office and shall set up the project and include information for advertising on QuestCDN and Casper local newspapers. A single bid package is assumed for the project.
2. Consultant shall send advance notice of the project to interested Bidders.
3. Consultant shall provide the edited "front end" documents in digital format to Owner two (2) weeks prior to project advertisement.
4. Consultant shall send Bidding Documents to plan centers located in Billings, Denver, Cheyenne, and Casper.

5. Consultant shall arrange for and conduct a pre-bid conference ten (10) days prior to the bid opening. Consultant shall take minutes of the meeting and distribute them to all plan holders.
6. Consultant shall prepare Addenda, if necessary, to modify the Bidding Documents and distribute to all plan holders at least seven (7) days prior to the bid opening. One addendum is assumed for the bid period.
7. Consultant shall assist the City in opening, tabulating, and evaluating bids.
8. Consultant shall provide a written opinion to the City Engineering Office, stating a recommendation for awarding the bid.

**F. Construction:**

1. **General Administration of Construction Contract.** Consultant shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1996 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and Owner may otherwise agree in writing. Owner's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner throughout the construction phase as deemed necessary by Consultant or Owner, but not less than one (1) time per week.
2. **Pre-construction Conference.** Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of affected utilities, the City staff, and the project team. Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the Owner. At this conference, Consultant will deliver not more than three (3) copies of the Contract Documents to the successful bidder.
3. **Project Coordination.** Consultant shall be responsible for coordination with the Authorities Having Jurisdiction, general construction contractors performing the work, and other entities as required to construct the improvements, as well as with affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of necessary certifications from the appropriate agency or agencies.

4. Construction Administration:

a. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:

1. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR) at the site to assist Consultant and to provide continuous observation of such Work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in general accordance with the Contract Documents, and Consultant shall keep Owner informed of the progress of the Work.
2. The RPR (Subconsultant) will be Consultant's agent or employee and under Consultant's supervision.
3. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide Owner with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work. Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his/her on-site observations, as an experienced and qualified construction management professional, Consultant shall keep

Owner informed of the progress of the Work, and will alert Owner to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.

4. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary." Construction diary shall contain notes of conversations with the Contractor(s) or other entities on behalf of the Owner, a copy of which shall be given to Owner no less frequently than one (1) time each week during construction of the Project.
  5. Consultant shall maintain a photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and a digital time stamp. The photograph log shall be delivered to the Owner upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.
  6. Consultant shall coordinate work with Rocky Mountain Power (RMP) and assist the Owner in applying for new or modifications to power services at the site to serve the facility. Consultant shall consider, in the design, RMP energy efficiency incentives (FinAnswers Express and/or Wattsmart).
- b. Recordkeeping. Consultant shall maintain a correspondence file including but not limited to all memoranda, correspondence, and minutes of the progress meetings.
1. During construction, progress meetings to include Owner's representative, Consultant, Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. RPR shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to attendees within four (4) days following the meeting.
  2. RPR shall prepare weekly progress reports to be provided to the Owner. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor(s)' construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of construction activity. RPR shall sign this report and obtain a signature from the Contractor(s) that he/she is in agreement.

- c. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- d. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to Owner. Response to requests for information (RFIs) for up to 32 hours total (Consultant and Subconsultant) is assumed.
1. Shop Drawings. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. Submittal review of up to 56 hours total (Consultant and Subconsultant) is assumed.
  2. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
  3. Disputes between Owner and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on claims of Owner and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. Owner reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.
  4. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:

- i. Consultant shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Owner, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - ii. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor(s) has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
5. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate

compliance with, the Contract Documents), and shall transmit them to Owner with written comments.

6. Walk-Through. Consultant shall conduct a walk-through to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to Owner and the Contractor(s) that the Work is acceptable.
7. Record Drawings. Consultant shall provide the Owner one (1) set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). **Within thirty (30) days after Substantial Completion**, Consultant shall submit one (1) paper copy of 11" x 17" record drawings to Owner, as required by Municipal Code 16.16.020 and Section B.5.a and b of this Contract. Consultant shall also provide to Owner a copy of record drawings of the Project in AutoCAD AND .pdf digital format compatible with the Owners system, labeled as "Record Drawings - WWTP MCC Replacements, Project No. 17-081." Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.
8. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.
9. Change Orders. Consultant shall evaluate and make recommendations for requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with necessary documentation to the Owner for approval. Preparation of up to two change orders is assumed.
10. Limitation of Responsibilities. Unless otherwise provided for in this

Contract, Consultant shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs I.B.4 through I.F.1 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

**G. Miscellaneous Services:**

1. The November 21, 2017, "Fee Proposal for Engineering Design & Construction Administration Services for the WWTP MCC Replacements Project" from CH2M HILL Engineers, Inc., is attached hereto as Exhibit "A", and is hereby made a part of this Contract.

**2. TIME OF PERFORMANCE:**

The services of Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of April, 2019.

**3. COMPENSATION:**

In consideration of the performance of services rendered under this Contract, Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed Two Hundred Thirty-Six Thousand Seven Hundred Thirty-Two and 00/100 Dollars (\$236,732.00).

**4. METHOD OF PAYMENT:**

Payment will be made following receipt of an itemized invoice from Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. Consultant shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to Consultant pursuant to this Contract.

5. **TERMS AND CONDITIONS:**

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. **EXTENT OF CONTRACT:**

This Contract represents the entire and integrated Agreement between the City and Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and Consultant's authorized representatives.

The City and Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**--THIS SPACE INTENTIONALLY BLANK TO THE FOLLOWING PAGE--**

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

ATTEST

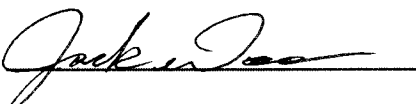
CITY OF CASPER, WYOMING  
A Municipal Corporation

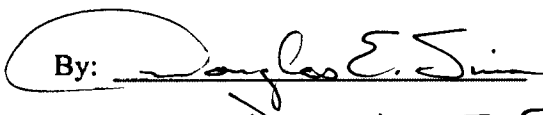
\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

WITNESS

CONSULTANT  
CH2M HILL Engineers, Inc.

By:   
Printed Name: JACK WOO  
Title: PROJECT MANAGER

By:   
Printed Name: Douglas E. Simon  
Title: Vice President

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by Consultant under this Contract shall, at the option of the City, become its property, and Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by Consultant, and the City may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the City from Consultant are determined.

#### **2. CHANGES:**

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon between the City and Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City.

#### **3. ASSIGNABILITY:**

Neither party shall assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the other party: provided, however, that claims for money due or to become due Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

#### **4. AUDIT:**

The City or any of its duly authorized representatives shall have access, during Consultant's normal business hours of 9 am to 5 pm, to any books, documents, papers, and records of Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, model output data, photographs, films, duplicating plates, and reports prepared by Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, model output data, photographs, films, duplicating plates, or other reports retained by Consultant be released to any person, agency, corporation, or organization without the written consent of the City. Consultant is not liable to the City for any claims, damages, losses, and costs, including, but not limited to litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these project documents.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by Consultant under this Contract are confidential and shall not be made available to any individual or organization by Consultant without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal

governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. **PERSONNEL:**

Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. **SUBCONSULTANT:**

Consultant shall not employ any subconsultant to perform any services in the scope of this project, unless the subconsultant is approved in writing by the City. Any approved subconsultant shall be paid by Consultant.

11. **INSURANCE AND INDEMNIFICATION:**

A. **Prior to the commencement of work, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its subconsultants, agents, representatives, or employees.**

B. ***Minimum Scope and limit of Insurance.***

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit of Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

**Workers' Compensation:** as required by the State of Wyoming with Statutory Limits.

3. Professional Liability (Errors and Omissions) Insurance appropriate to Consultant's profession, with limits in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) per claim and the sum of Five Hundred Thousand Dollars (\$500,000) general aggregate.

*C. Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees and agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract with the exception of Professional Liability Insurance, Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially adverse change, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

With the exception of Professional Liability Insurance, Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- c. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- d. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- e. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. In the event of a claim, the City reserves the right to

request copies of all required insurance policies, including endorsements required herein.

9. *Subconsultants*

Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subconsultants.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- D. Consultant agrees to indemnify the City, the City's employees, elected officials, and appointed officials, and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of Consultant and any subconsultant thereof.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce

this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

**15. STANDARD OF CARE**

The Standard of Care applicable to the Consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. Consultant will reperform any services not meeting this standard without additional compensation.

**16. FORCE MAJEURE**

In the event Consultant is delayed in performance of services by Acts of God, strikes, lockouts, accidents, or other events beyond the control of Consultant, then Consultant's compensation and the schedule for this Contract shall be equitably adjusted. In the event delays to the services are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.



CH2M  
200 East 7<sup>th</sup> Street, Suite 311  
Loveland, CO 80537  
Tel. 720.266.6024  
www.ch2m.com

November 21, 2017

Alex Sveda  
City of Casper Public Services Department, City Engineering Division  
200 North David  
Casper, WY 82601

Subject: Fee Proposal for Engineering Design & Construction Administration Services  
for the WWTP MCC Replacements Project

Dear Mr. Sveda,

This letter presents our revised fee proposal for the services outlined in our proposal for engineering services for the City of Casper (City) Wastewater Treatment Plant (WWTP) Motor Control Center (MCC) Replacements Project. Our fee estimate, attached to this letter, is based upon the assumptions listed below.

1. In-person project meetings during the design phase will consist of the following:
  - a. Project kickoff meeting with CH2M HILL Engineers, Inc. (CH2M) Project Manager, Lead Electrical Engineer, and Civil Engineering Professionals, Inc. (CEPI) Project Engineer in attendance for half-day workshop.
  - b. Any required City Manager meetings to be scheduled coincident with other project meetings to limit travel requirements for CH2M staff.
  - c. 50 percent design completion review meeting with CH2M Project Manager and Lead Electrical Engineer and CEPI Project Engineer in attendance for half-day workshop.
  - d. 90 percent design completion review meeting with CH2M Project Manager, Lead Electrical Engineer, and CEPI Project Engineer in attendance for half-day workshop.
  - e. Prebid meeting with CH2M Lead Electrical Engineer and CEPI Project Engineer in attendance and CH2M Project Manager participating by phone.
  - f. Preconstruction meeting with CH2M Lead Electrical Engineer and CEPI Project Engineer in attendance and CH2M Project Manager participating by phone.
2. 90 percent design documents (4 copies) will be submitted to the City at least one week prior to the design review meeting. The design documents will consist of specifications bound into a single Project Manual document. Drawings will be 11 x 17 inches in size. The assumed specification and drawing list is attached to this letter.
3. Construction cost estimates will be completed at the 50 percent and 100 percent design stages.
4. There will be only one bid package prepared for the project.
5. Bidding services assumes one bid addenda.

Exhibit "A"  
Page 2 of 5

MR. SVEDA  
P. 2

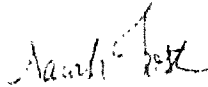
6. The Wyoming Department of Environmental Quality (WDEQ) construction permit application will be filled out by CH2M, and the City will pay any associated fees.
7. The construction bid will be a lump sum so that no bid schedule will be required.
8. Submittal review of up to 56 hours total (CH2M and CEPI) is assumed.
9. Response to requests for information (RFIs) for up to 32 hours total (CH2M and CEPI) is assumed.
10. Preparation of up to two change orders is assumed.
11. No materials testing will be required during construction.
12. Only the CEPI Project Engineer will attend progress meetings in person.
13. Up to four site visits for observation by CH2M staff for switchovers is assumed.
14. As-built drawings shall be maintained based upon periodic observation by the CEPI Project Engineer. Contractor markups also will be required as part of the construction contract.

If you have any questions about these assumptions or the fee estimate, please contact Kile Snider at 720-286-6024 or kile.snider@ch2m.com. Thank you for your consideration of this proposal.

Sincerely,  
CH2M HILL Engineers, Inc.



Kile Snider, PE  
Project Manager



Sarah Foster, PE  
Client Account Manager

Attachments

# Exhibit "A"

## Page 3 of 5

### Drawing List

G-01	COVER, TITLE AND LOCATION SHEET
G-02	DRAWING INDEX
G-03	ELECTRICAL LEGEND SHEET 1 OF 3
G-04	ELECTRICAL LEGEND SHEET 2 OF 3
G-05	ELECTRICAL LEGEND SHEET 3 OF 3
E-01	ELECTRICAL - ONE LINE DIAGRAM - MCC-1 AND MCC-2
E-02	ELECTRICAL - ONE LINE DIAGRAM - MCC-A
E-03	ELECTRICAL - ONE LINE DIAGRAM - MCC-B
E-04	ELECTRICAL - ONE LINE DIAGRAM - MCC-C AND MCC-D
E-05	ELECTRICAL - ONE LINE DIAGRAM - MCC-E AND MCC-E1
E-06	ELECTRICAL - ONE LINE DIAGRAM - MCC-E2
E-07	ELECTRICAL - ONE LINE DIAGRAM - MCC-E3 AND MCC-E4
E-08	ELECTRICAL - ONE LINE DIAGRAM - MCC-E5 AND MCC-G
E-09	ELECTRICAL - ONE LINE DIAGRAM - MCC-MSB
E-10	ELECTRICAL - PLAN AND FRONT ELEVATION - MCC-1 AND MCC-2
E-11	ELECTRICAL - PLAN AND FRONT ELEVATION - MCC-A
E-12	ELECTRICAL - PLAN AND FRONT ELEVATION - MCC-B
E-13	ELECTRICAL - PLAN AND FRONT ELEVATION - MCC-C AND MCC-D
E-14	ELECTRICAL - PLAN AND FRONT ELEVATION - MCC-E AND MCC-E1
E-15	ELECTRICAL - PLAN AND FRONT ELEVATION - MCC-E2
E-16	ELECTRICAL - PLAN AND FRONT ELEVATION - MCC-E3 AND MCC-E4
E-17	ELECTRICAL - PLAN AND FRONT ELEVATION - MCC-E5 AND MCC-G
E-18	ELECTRICAL - PLAN AND FRONT ELEVATION - MCC-MSB
E-19	ELECTRICAL - CONTROL DIAGRAMS SHEET 1 OF 3
E-20	ELECTRICAL - CONTROL DIAGRAMS SHEET 2 OF 3
E-21	ELECTRICAL - CONTROL DIAGRAMS SHEET 3 OF 3
E-22	ELECTRICAL - DETAILS - SHEET 1 OF 2
E-23	ELECTRICAL - DETAILS - SHEET 2 OF 2

## Specification List

01 11 00	SUMMARY OF WORK
01 24 13	VALUE ENGINEERING
01 26 00	CONTRACT MODIFICATION PROCEDURES
01 29 00	PAYMENT PROCEDURES
01 31 13	PROJECT COORDINATION
01 31 19	PROJECT MEETINGS
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION
01 33 00	SUBMITTAL PROCEDURES
01 42 13	ABBREVIATIONS AND ACRONYMS
01 43 33	MANUFACTURERS FIELD SERVICES
01 45 16.13	CONTRACTOR QUALITY CONTROL
01 50 00	TEMPORARY FACILITIES AND CONTROLS
01 61 00	COMMON PRODUCT REQUIREMENTS
01 77 00	CLOSEOUT PROCEDURES
01 78 23	OPERATION AND MAINTENANCE DATA
01 88 15	ANCHORAGE AND BRACING
01 91 14	EQUIPMENT TESTING AND FACILITY STARTUP
26 05 01	ELECTRICAL
26 24 19	LOW VOLTAGE MOTOR CONTROL
26 29 23	LOW VOLTAGE ADJUSTABLE FREQUENCY DRIVES

Exhibit "A"  
Page 5 of 5

Detailed Fee Proposal - City of Casper WWTP MCC Replacement Project

Task Description	Kyle Snider, Project Manager	Jim Landman, Lead Electrical Engineer	Jonathan James, Electrical Engineer	Felicia Nimal, Electrical Engineer	Skyler Alaska, CAD Designer	Jacob Hill, CAD	Steve Pison, Process Mechanical Advisor	Frank Costanzo, Cost Estimator	Scott Billings, Health & Safety	Les Tuell, Contracts	Holly Williamson, Specifications	Office Administration	Labor Hours	CH2M HILL Labor	CEPI Labor and Expense	CH2M Expenses <sup>2</sup>	Total
Rate <sup>1</sup>	\$221.13	\$220.00	\$163.80	\$151.44	\$89.43	\$63.63	\$213.96	\$220.00	\$177.39	\$95.79	\$72.48	\$95.19					
	\$227.76	\$226.60	\$168.72	\$155.98	\$92.10	\$65.55	\$220.38	\$226.60	\$182.70	\$98.67	\$74.64	\$98.04					
<b>Task 1 - Design Meetings</b>	36	48	0	0	0	0	0	0	0	0	0	0	84	\$18,521	\$2,880	\$1,944	\$23,345
01.01 Kickoff Workshop	12	12	0										24		\$1,120	\$606	
01.03 50% Design Meeting	0	12											12		\$560	\$528	
01.05 90% Design Meeting	12	12	0										24		\$1,200	\$810	
01.06 Team Meetings	12	12	0										24			\$0	
<b>Task 2 - Field Verification</b>	0	32	0	0	0	0	0	0	0	0	0	0	32	\$7,040	\$ -	\$ 1,000	\$8,040
02.01 Field Verification	0	32	0	0									32			\$1,000	
<b>Task 3 - Improvements Design</b>	32	154	100	209	225	111	12	20	0	0	48	20	932	\$128,664	\$0	\$200	\$128,864
03.01 50% Design	6	80	60	123	135	67						8	479			\$0	
03.03 90% Design	10	36	25	53	56	28					24	8	240			\$0	
03.04 100% Design	4	20	15	33	34	17					24	4	151			\$0	
03.05 Cost Estimate	2	4						20					26			\$100	
03.06 WDEQ Construction Permit Application	2												2			\$100	
03.08 QA/QC	8	14					12						34				
<b>Task 4 - Bidding Services</b>	14	20	16	0	0	0	0	0	0	0	0	0	50	\$10,420	\$1,120	\$356	\$11,896
04.01 Questions and Clarifications		4	8				0						12			\$0	
04.02 Advertisement	8												8				
04.03 Addenda		2	8										10		\$ 560	\$28	
04.04 Pre-bid Meeting	2	12	0										14		\$560	\$328	
04.05 Bid Review and Award	4	2											6			\$0	
<b>Task 5 - Services During Construction</b>	6	48	122	0	12	12	0	0	0	0	0	0	200	\$34,719	\$15,680	\$1,384	\$51,783
<b>Task 5.1 - Meetings</b>													0				
05.01 Pre-Construction Conference	2	12											14		\$560	\$328	
05.02 Progress Meetings	4	16											20		\$5,040	\$252	
<b>Task 5.2 - Submittal Review</b>		8	32										40		\$2,240	\$112	
<b>Task 5.3 - RFIs and Change Orders</b>													0				
53.01 Requests for Information		8	16		0		0						24		\$1,120	\$56	
53.02 Change Orders							0						0				
<b>Task 5.4 - Construction Observations</b>													0				
54.01 Design Team Site Visits		0	40										40				
54.02 Resident Project Representative													0		\$3,780	\$189	
54.03 Pay Requests		2	2										4		\$1,120	\$56	
54.04 Warranty Service			12										12		\$1,040	\$52	
54.05 Final Inspection		0	12										12		\$520	\$326	
<b>Task 5.5 - Record Drawings</b>		2	8		12	12							34		\$260	\$13	
<b>Task 6 - Project Management</b>	42	0	0	0	0	0	0	0	0	5	0	28	75	\$12,804	\$0	\$0	\$12,804
06.80 Project Mgmt	30											4	34				
06.81 Project Administration and Accounting	12									5		24	41				
05.90 Health and Safety	0	0	0				0		0				0				
<b>Project Total</b>	130	270	238	209	237	123	12	20	0	5	48	48	1,373	212,168	19,680	4,884	236,732

<sup>1</sup> Hourly rates are for 2017 which CH2M will hold through June 30, 2018

<sup>2</sup> Expenses include 5% markup on CEPI invoices to CH2M

RESOLUTION NO.18-16

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CH2M HILL ENGINEERS, INC. (CH2M) FOR ENGINEERING SERVICES FOR THE SAM H. HOBBS WWTP MCC REPLACEMENT, PROJECT 17-081.

WHEREAS, the City of Casper desires to secure an engineering firm to provide for design, engineering, bidding, construction administration and warranty inspection in relation to the Sam H. Hobbs WWTP MCC Replacement Project, No. 17-081; and,

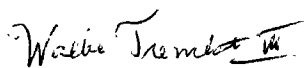
WHEREAS, CH2M is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with CH2M, in the amount of Two Hundred Thirty-Six Thousand Seven Hundred Thirty-Two Dollars (\$236,732.00) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed Two Hundred Thirty-Six Thousand Seven Hundred Thirty-Two Dollars (\$236,732.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

January 9, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Shad Rodgers, Streets Manager  
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with Treto Construction, LLC, in the Amount of \$220,950.00, for the 17<sup>th</sup> Street Improvements – South Poplar Street to College Drive.

Meeting Type & Date

Regular Council Meeting  
February 6, 2018

Action type

Resolution

Recommendation

That Council, by resolution, authorize an agreement with Treto Construction, LLC, in the amount of \$220,950.00, for the 17<sup>th</sup> Street Improvements – South Poplar Street to College Drive, Project No. 17-089. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$20,000.00, for a total project amount of \$240,950.00.

Summary

On Tuesday, January 9, 2018, seven (7) bids were received for the 17<sup>th</sup> Street Improvements – South Poplar Street to College Drive, Project No. 17-089. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Treto Construction</b>	<b>Casper, WY</b>	<b>\$220,950.00</b>
ISCO	Mills, WY	\$234,865.00
Knife River	Casper, WY	\$250,163.50
Grizzly	Casper, WY	\$308,293.00
Ramshorn Construction	Casper, WY	\$322,380.00
Andreen Hunt Construction	Mills, WY	\$325,100.00
71 Construction	Casper, WY	\$338,930.00

The 17<sup>th</sup> Street Improvements Project includes an asphalt mill and overlay, removal and replacement of water valve boxes, and sanitary sewer manhole and water valve collar adjustments on West 17<sup>th</sup> Street between South Poplar Street and College Drive. Work is scheduled to be completed by June 15, 2018. The estimate prepared by the City Engineering Division was \$195,250.00.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations

Funding will be from the One Cent #15 Optional Sales Tax Funds and the One Cent #13 Optional Sales Tax Funds allocated to street improvements projects.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Treto Construction, LLC, P.O. Box 50610, Casper, Wyoming 82609, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make surfacing improvements to West 17<sup>th</sup> Street between South Poplar Street and College Drive; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the 17<sup>th</sup> Street Improvements – South Poplar Street to College Drive, Project No. 17-089.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 17<sup>th</sup> Street Improvements – South Poplar Street to College Drive, Project No. 17-089, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **June 15, 2018**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **June 29, 2018**.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner

Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Hundred Twenty Thousand Nine Hundred Fifty Dollars (\$220,950.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25<sup>th</sup> day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).
- 8.5 Addenda No. (1).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.10 Division 01 - General Requirements, consisting of seven (7) sections.
- 8.11 Division 02 – Site Construction, consisting of one (1) section.
- 8.12 Amendments & Supplements to the City of Casper Standard Specifications, consisting of five (5) sections.
- 8.13 Notice of Award.
- 8.14 Notice to Proceed.
- 8.15 Minutes of the Pre-Bid Conference, if any.

8.16 Contract Drawings consisting of eight (8) drawing sheets, with each sheet bearing the following general title:

**17<sup>th</sup> Street Improvements – South Poplar Street to College Drive, Project No. 17-089**

8.17 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.18 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.19 Notice of Substantial Completion.

#### ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

*(This space intentionally left blank)*


ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_

CONTRACTOR:

WITNESS:

Treto Construction, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Fleur D. Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor

EXHIBIT "A"  
STANDARD  
BID FORM

PROJECT IDENTIFICATION: City of Casper  
17<sup>th</sup> Street Improvements –  
South Poplar Street to College Drive  
Project No. 17-089

THIS BID SUBMITTED TO: City of Casper  
200 North David Street  
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **June 15, 2018**, and completed and ready for final payment not later than **June 29, 2018**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>01</u>	Dated <u>01/03/18</u>
Addendum No. _____	Dated _____
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 220,950.00

TOTAL BASE BID, IN WORDS: Two hundred twenty thousand nine hundred fifty and 00/100 DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - B. Exhibit "B" - Itemized Bid Schedule.
  - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Treto Construction, LLC  
P. O. Box 50610  
Casper, WY 82609

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on January 9, 2018.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Treto Construction, LLC (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming

(State of Incorporation or Organization)

By: German G. Treto (seal)

Managing Member

(Title)

(Seal)

Attest: German G. Treto

Business Address: P. O. Box 50610

5251 Gladstone St.

Casper, WY 82609

Phone Number: 307-237-8836

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**EXHIBIT "B"**  
**BID SCHEDULE**

**17TH STREET IMPROVEMENTS-**  
**SOUTH POPLAR STREET TO COLLEGE DRIVE**  
**PROJECT NO. 17-089**  
**January 9, 2018**

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specification are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum      R&R = Remove and Replace      LF = Linear Feet      F&I = Furnish and Install  
SY = Square Yard      TON = Tons      CY = Cubic Yard      EA = Each

**Bid Schedule**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00
2	F&I Temporary Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00
3	F&I One-Cent Project Signs	EA	2	\$ 1,200.00	\$ 2,400.00
4	Remove Asphalt Surfacing by Cold Milling	SY	8,600	\$ 2.00	\$ 17,200.00
5	F&I 2" Asphalt Overlay	TON	960	\$ 80.00	\$ 76,800.00
6	R&R Asphalt Section as Patch (4"/8")	SY	2,700	\$ 36.00	\$ 97,200.00
7	Sub-Excavate and Install Foundation Material	CY	50	\$ 50.00	\$ 2,500.00
8	R&R Water Valve Box	EA	4	\$ 400.00	\$ 1,600.00
9	Adjust Manhole Top & Install 5'x5' Concrete Diamond with New Lid	EA	6	\$ 750.00	\$ 4,500.00
10	Adjust Valve Box Top & Install 33"x33" Concrete Diamond with New Lid	EA	15	\$ 250.00	\$ 3,750.00
<b>TOTAL BID</b>					<b>\$ 220,950.00</b>

● **BID IN WORDS:**

Two hundred twenty thousand nine hundred fifty and 0 cents

This bid submitted by: Treto Construction, LLC  
(Individual, partnership, corporation, or joint venture name)

**ADDENDUM NO. 1**

to the

**BIDDING AND CONTRACT DOCUMENTS**

for the

**17<sup>TH</sup> STREET IMPROVEMENTS – SOUTH POPLAR STREET TO COLLEGE DRIVE  
PROJECT NO. 17-089**

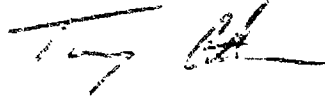
by

**CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601**

**ADDENDUM DATE: January 3, 2018**

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

**APPROVED: (CITY OF CASPER)**



**Terry Cottenor, Engineering Tech II**

**ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)**

Tate Construction  
Firm

Samuel Tate  
By: Signature

CO. 2017  
Title

1-4-2017  
Date Received

RESOLUTION NO.18-17

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE 17<sup>TH</sup> STREET IMPROVEMENTS – SOUTH POPLAR STREET TO COLLEGE DRIVE, PROJECT NO. 17-089.

WHEREAS, the City of Casper desires to make surfacing improvements to 17<sup>th</sup> Street between South Poplar Street and College Drive; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as 17<sup>th</sup> Street Improvements – South Poplar Street to College Drive, Project No. 17-089; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Treto Construction, LLC, for those services, in the amount of Two Hundred Twenty Thousand Nine Hundred Fifty Dollars (\$220,950.00).

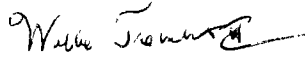
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Twenty Thousand Nine Hundred Fifty Dollars (\$220,950.00), and Twenty Thousand Dollars (\$20,000.00) for a construction contingency account, for a total project amount of Two Hundred Forty Thousand Nine Hundred Fifty Dollars (\$240,950.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

(17<sup>th</sup> Street Improvements – South Poplar Street to College Drive, Project No. 17-089)



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur D. Tremel  
City Clerk

---

Ray Pacheco  
Mayor

**EMPLOYMENT AGREEMENT  
BETWEEN  
THE CITY OF CASPER  
AND  
JOHN HENLEY**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, between the City of Casper, Wyoming, a Municipal Corporation, referred to herein as "City," and John Henley, hereinafter referred to as the "City Attorney."

WITNESSETH:

WHEREAS, the Casper City Council (hereinafter referred to as the "Council") has determined it to be in its best interest to procure the professional services by employing John Henley as the City Attorney for the City of Casper, Wyoming; City Attorney's appointment by Council is defined and memorialized in this "Employment Agreement."

WHEREAS, Manager desires to accept such employment by the City under the terms and conditions herein set forth.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**SECTION I – DUTIES:**

The City Attorney will commence his duties as City Attorney with the City at 8:00 a.m. on February 20, 2018.

Except as detailed in Section III below, the City Attorney agrees to devote all of his business time, skill, attention and best efforts to the discharge of his duties, which include, but are not limited to:

- A. Enforce and observe all laws of the State of Wyoming, and the ordinances, resolutions, and policies of the City.
- B. Attend all meetings of the Council and recommend necessary and expedient measures for the City.
- C. Perform all duties and services as set forth in the attached job description and any other duties as directed by the Council.
- D. Prepare and submit to the Council all reports required by it or that City Attorney may consider advisable.
- E. Keep the Council fully advised of the City's litigation and liability.

- F. Recommend policy to the Council that may be necessary for legal compliance.
- G. Keep the Council advised and informed of the needs and operating conditions of the City Attorney's Office under his direction, and maintain continuous liaison with appropriate community groups, organizations, and individuals.
- H. Keep himself fully informed on the state-of-the-art of legality of local government, and except as otherwise set forth herein, devote his entire time to the services, employment and requirements of the City.
- I. Reside within the Casper City Limits.

## **SECTION II – PERFORMANCE EVALUATION:**

- A. That Council may, in its discretion, review and evaluate the performance of the City Attorney at least once annually, said review and evaluation to be in accordance with specific criteria developed by the Council, and shall be conducted by a third party facilitator. The Mayor shall provide opportunity for the City Attorney to discuss his evaluation with the Council.
- B. Periodically, the Council and City Attorney shall define such goals and performance objectives which they determine necessary for the proper operation of the City, and in the attainment of the Council's policy objectives. Said goals and objectives shall be reduced to writing. They shall generally be attainable, within the time limitations specified and appropriations provided.

## **SECTION III – SALARY AND BENEFITS:**

If there is a conflict between the City of Casper Personnel Rules and Regulations Manual, and this "Employment Agreement," the terms of this agreement shall control the employment relationship.

As and for compensation and remunerations for City Attorney's employment and services, City shall:

- A. Provide City Attorney with an annual salary of One Hundred Thirty Five Thousand Dollars (\$135,000.00), this salary being referred to herein as the "base salary." Any change of the base salary shall require a written amendment to this Agreement, however, the base salary may be raised periodically for cost of living increases as granted to all other full time non-collective bargaining City employees without amending this Agreement.
  - a. In the event, at any time, all fulltime non-collective bargaining City employee wages and salaries are reduced across the board, the City Attorney's then base

salary under this Agreement shall be reduced in a like percentage. **PROVIDED, HOWEVER,** if, at any time during the term of this Agreement, the Council reduces the salary or other benefits of the City Attorney in a greater percentage than an applicable across-the-board reduction thereof for all other fulltime non-collective bargaining City employees, the City Attorney may, at his option, by giving written notice thereof, be deemed terminated without cause and shall be entitled to severance benefits as provided in Section III, Q., of this Agreement with "base salary" defined as the City Attorney's base salary as it existed immediately before any such reduction.

- B. Provide medical insurance coverage equal to that provided to all other fulltime non-collective bargaining City employees pursuant to the City of Casper Personnel Rules and Regulations, as they may, from time to time, be amended.
- C. Provide a term life insurance policy in the amount double his annual salary, to a maximum of Four Hundred Thousand Dollars (\$400,000.00).
- D. Provide disability leave on the same basis as is provided to all other fulltime non-collective bargaining City employees pursuant to the City of Casper Personnel Rules and Regulations, as they may, from time to time, be amended.
- E. Short and long-term disability insurance shall be provided on the same basis as granted to other fulltime non-collective bargaining City employees pursuant to the City of Casper Personnel Rules and Regulations, as they may, from time to time, be amended.
- F. Vacation leave shall be granted upon starting employment with twenty (22) days in 2018, twenty two (23) days in 2019, and twenty five (25) days 2020 and remain at twenty five (25) days for subsequent years of employment. City Attorney shall also be allowed to be paid for unused vacation leave on the same basis as for the majority of other City employees.
- G. City Attorney shall be eligible for forty (40) hours of Administrative Leave each year in addition to other specified leave time. These hours are to be used during the calendar year and cannot be carried over or accumulated.
- H. In lieu of having a City owned vehicle assigned to the City Attorney, the City Attorney will receive a monthly car allowance of Four Hundred Fifty Dollars (\$450.00).
- I. Contribute on behalf of the City Attorney to the Wyoming Retirement System an amount equal to the City's share and the City Attorney's share as provided by the City of Casper Personnel Rules and Regulations, as they may, from time to time, be amended and Regulations of the Wyoming Retirement System, as they may, from time to time be amended.
- J. Pay all expenses associated with membership up to three (3) local civic organizations of the City Attorney's choice. In order to qualify for payment by the City of these

memberships, it should be budgeted accordingly and the City Attorney shall notify City Council leadership reasonably in advance of incurring the expenses.

- K. Upon resignation, in good standing, the City shall pay City Attorney, all accrued benefits the City Attorney is entitled to pursuant to the City of Casper Personnel Rules and Regulations and under this Agreement, as they may, from time to time, be amended. If Council terminates the City Attorney's employment without cause, it shall pay the City Attorney, in addition to any accrued benefits the City Attorney is entitled to pursuant to the City of Casper Personnel Rules and Regulations and under this Agreement to the termination date of this Agreement, six (6) months' severance pay of the City Attorney's then current base salary, to be payable in one (1) lump sum, which is not pensionable under the Wyoming State Retirement System.
- L. Permit the City Attorney to take a reasonable amount of time to conclude case work already in progress with his current private practice.
- M. If City shall fail to pay any of the City Attorney's benefits set forth herein in any budget year, the City Attorney, at his discretion, may deem his employment terminated without cause.
- N. Provide the City Attorney a stipend for a cell phone as is provided to fulltime non-collective bargaining employees under the City's policies.
- O. Provide continuing legal education (CLE) up to the amount of Two Thousand Two Hundred Dollars (\$2,200.) annually, at the City's expense as budget allows.

#### **SECTION IV – TERMINATION/RESIGNATION/SEVERANCE BENEFITS:**

The City Attorney will not have, or acquire, any property or liberty interest or gift in continued employment by City. The City Attorney is employed on an at-will basis, and under applicable law at-will employees may be dismissed or terminated from employment by the City without cause. Without modifying the City Attorney's at-will status, the City Attorney shall serve at the pleasure of the Council, and his employment may be terminated, without cause, at any time by a majority vote of the Council. By signing this Agreement, the City Attorney certifies and acknowledges that he has read this paragraph regarding his at-will status, and acknowledges and agrees that his employment shall be subject to those terms.

If the City Attorney's employment is terminated, it shall be deemed to be without cause, unless otherwise specified, and the City Attorney shall be entitled to the severance benefits as set forth in Section III, K. of this Agreement.

For purposes of this Agreement, "for cause" for the termination of the City Attorney by Council shall mean and be restricted to the following:

- i) Termination of employment or request for resignation due to bona fide charges against the City Attorney of nonfeasance, misfeasance or malfeasance in office.

- ii) Termination of employment or request for resignation upon the City Attorney being convicted of a criminal offense involving a felony or for moral turpitude, or for any family violence, alcohol, or drug offense.
- iii) Willful insubordination or willful refusal to follow a lawful directive of Council.
- iv) Breach by the City Attorney of any of the terms of this Agreement.

If the City Attorney's termination of employment is to be with cause, then the Council shall submit to the City Attorney a list of particulars setting forth such cause, or causes, and the City Attorney shall have an opportunity to respond and have a hearing before the Council to refute such charges.

If the City Attorney resigns his position, the City respectfully requests thirty (30) days' notice in advance of his last day.

#### **SECTION V – CONFIDENTIALITY:**

- A. The City Attorney acknowledges that he will have access to certain proprietary and confidential information of the City including, but not limited to, confidential personnel matters, negotiation strategies, legal matters, and financial information of the City. The City Attorney agrees not to use or disclose any confidential information during the term of this Agreement or thereafter other than in connection with performing the City Attorney's services for the City in accordance with this Agreement.
- B. The City Attorney agrees that the restrictions set forth in this section are reasonable and necessary to protect the goodwill of the City. If any of the covenants set forth in this document are deemed to be invalid or unenforceable based upon the duration or otherwise, the parties contemplate that such provisions shall be modified to make them enforceable to the fullest extent permitted by law.
- C. In the event of a breach or threatened breach by the City Attorney of the provisions set forth in this section, the City Attorney acknowledges that the City will be irreparably harmed and that monetary damages shall be an insufficient remedy to the City. Therefore, the City Attorney consents to enforcement of this section by means of temporary or permanent injunction and other appropriate equitable relief in any competent court, in addition to any other remedies the City may have under this Agreement or otherwise as provided by law.

#### **SECTION VI – INTELLECTUAL PROPERTY:**

- A. The Council has hired the City Attorney to work fulltime so that anything the City Attorney produces during the employment term is the property of the City. Any writing, invention, design, system process, development or discovery conceived, developed, created or made by the City Attorney, alone or with others, within the scope of the City

Attorney's employment, during the period of the employment hereunder and applicable to the business of the City, whether or not patentable, registrable, or copyrightable shall become the sole and exclusive property of the City.

- B. The City Attorney shall disclose the same promptly and completely to the Council and shall, during the period of the employment hereunder and at any time and from time to time hereafter: 1) execute all documents requested by the Council for vesting in the City the entire right, title and interest in and to the same; 2) execute all documents requested by the Council for filing such applications for and procuring patents, trademarks, service marks or copyrights as the Council, in its sole discretion, may desire to prosecute; and, 3) give the Council and the City all assistance it may reasonably require, including the giving of testimony in any suit, action, investigation or other proceeding, in order to obtain, maintain and protect the City's right therein and thereto.

#### **SECTION VII – POST-EMPLOYMENT OBLIGATIONS:**

- A. CITY PROPERTY. Upon termination of this Agreement, the City Attorney shall promptly return to the City all property of the City in his possession.
- B. COOPERATION. The City Attorney agrees that both during and after his employment with the City, he shall, at the request of Council, render all assistance and perform all lawful acts that the Council considers necessary or advisable in connection with any litigation involving the City or any officer, employee, agent, representative, consultant, client or vendor of the City. Reasonable costs and time incurred by the City Attorney shall be paid by the City.
- C. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wyoming, without regard to the conflicts of law rules thereof, and venue for any dispute regarding this Agreement shall be in the courts of Natrona County, Wyoming.

#### **SECTION VIII – WAIVER:**

Any waiver or consent by either party with respect to any term or provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which given and shall not be deemed, regardless of frequency given, to be a further or continuing waiver or consent. The failure or delay of either party at any time or times to require performance of, or to exercise any of its powers, rights or remedies with respect to, any term or provision of this Agreement or any other aspect of either party's conduct or employment in no manner (except as otherwise expressly provided herein) shall affect the right at a later time to enforce any such term or provision.

#### **SECTION IX – GENERAL PROVISIONS:**

This Agreement sets forth and contains the entire Agreement between the parties in respect to its subject matter and merges with and supersedes all prior discussions, agreements, commitments

or understandings of every kind and nature relating thereto, whether oral or written between Council, any other representative of the City, and the Manager. No statements, promises or inducements, express or implied, now or in the future, not contained or set forth in this Agreement shall be binding between the parties.

This Agreement shall not be enlarged, modified, amended or altered unless in writing and signed by all of the parties hereto.

This Agreement shall be binding upon the parties hereto, their heirs, devisees, successors or personal representatives.

If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party as determined by the court shall be entitled to recover from the other party all taxable costs such taxable and costs as may be incurred in enforcing any judgment or order entered in such action.

The City Attorney acknowledges that he has had the opportunity and has conducted an independent review of the financial, tax, and legal effects of this Agreement. The City Attorney acknowledges that he has made an independent judgment upon the financial, tax and legal effects of this Agreement and has not relied upon any representations of the City, its officers, agents or employees.

IN WITNESS WHEREOF, the City and City Attorney have executed this Agreement as of the date first above written:

APPROVED AS TO FORM:

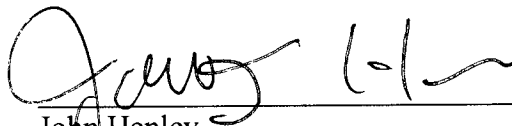
\_\_\_\_\_

THE CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
John Henley  
City Attorney

# CITY ATTORNEY

## CITY OF CASPER JOB DESCRIPTION

<b><u>BAND/GRADE</u></b>	<b><u>DRIVING</u></b>	<b><u>FLSA STATUS</u></b>
Contract with City Council	Essential	Exempt
<b><u>CLASS SUMMARY:</u></b> <p>Incumbent performs highly responsible management, administrative, and professional duties as the City Attorney for the City. Exercising a high degree of independence, initiative, and professional expertise in the administration and day-to-day management of the City Attorney's Office in accordance with policy established by City Council, the City Charter, and City, State, and federal laws, regulations, and guidelines. Directs, manages and oversees the activities and operations relating to the City Attorney's Office. Receives administrative direction from City Council.</p>		

<b><u>TYPICAL CLASS ESSENTIAL DUTIES:</u></b> (These duties are a representative sample; position assignments may vary.)	
1.	Exercises direct supervision over professional, technical and clerical staff for the City Attorney's Office.
2.	Manages the development and implementation of the City Attorney's Office goals, objectives, policies, and priorities for the provision of legal counsel; establish, within City policy, appropriate service and staffing levels; allocate resources accordingly.
3.	Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct the implementation of changes.
4.	Represents the Human Resources Department to other City departments, elected officials, outside agencies, the public, community groups and professional organizations; explains Human Resources Department programs, policies and activities; negotiate and resolve sensitive, significant and controversial issues.
5.	Plans, directs, and coordinates the City Attorney's Office work plan; meets with professional staff to identify and resolve problems; assigns projects and programmatic areas of responsibility; reviews and evaluate legal research, advise, and representation, work methods, and procedures.
6.	Manages and participates in the development and administration of the City Attorney's Office budget; directs the forecast of additional funds needed for staffing, equipment, materials and supplies; directs the monitoring of and approve expenditures; directs the preparation of and implement budgetary adjustments as necessary.
7.	Attend meetings of the City Council, boards, commissions, and committees as may be required, and render legal advice on agenda items.

## CITY ATTORNEY

### CITY OF CASPER JOB DESCRIPTION

**TYPICAL CLASS ESSENTIAL DUTIES:** (These duties are a representative sample; position assignments may vary.)

8. Communicates orally, and in writing, with customers, the press, general public, civic groups, and the City Council to resolve concerns and problems, and answer questions. Responds to and resolves difficult and sensitive employee, resident and other stakeholder inquiries and complaints.
9. Administers and enforces the City Charter and is responsible for the operations of the City. Meets with, and advises the City Council on matters related to City operations and policies.
10. Recommends to the Council personnel policies and assignment for efficient operation of the City government.
11. Renders legal opinions to the City Council, City boards and commissions, City Manager, and department staff as required; analyze legislation affecting the City.
12. Monitors and control lawsuits and administrative hearings.
13. Prepares, assists in the negotiation, and reviews proposed contracts, resolutions, agreements, ordinances, pleadings, deeds, bond and financing papers, and other documents affecting the City.
14. Appears before courts and administrative proceedings to represent the City's interest as required.
15. Represents the City of Casper by responding to the public, citizens, its employees, and others in a prompt, professional, and courteous manner while continuously maintaining a positive customer service demeanor.
16. Follows all City safety procedures.
17. Performs other duties of a similar nature or level.

**Training and Experience** (positions in this class typically require):

- Minimum of five years in the practice of law.
- Juris Doctorate from an accredited college or university.

**Licensing and Certification Requirements** (positions in this class typically require):

Licensing Requirements:

- Possession of, or ability to obtain, a valid Wyoming Driver's License.
- Membership in the State Bar of Wyoming.

# **CITY ATTORNEY**

## **CITY OF CASPER JOB DESCRIPTION**

### **Knowledge** (position requirements at entry):

Knowledge of:

- Complex public policy issues.
- Intergovernmental relations.
- Applicable Federal, State, Local and City government codes, rules and regulations.
- Administrative principles and practices, including goal and objective development, work planning and employee supervision.
- Operational characteristics, services, and activities of a legal counsel's office.
- Advanced principles and practices of municipal budget preparation and administration; principles of supervision, training, and performance evaluation.
- Modern and high complex principles and practices of municipal law.
- Methods of public agency administration.
- Organization, duties, power, limitations, and authority of City government and the City Attorney's Office.
- Legal principles and practices, including civil, criminal, constitutional, and administrative law and procedures.
- Ordinances, statutes, and court decisions relating to municipal corporations.
- Judicial procedure and rules of evidence.
- Methods of legal research.
- Established precedents and sources of legal reference applicable to municipal activities.
- Computers and related software applications.

### **Abilities** (position requirements at entry):

Ability to:

- Plan, organize, direct and coordinate a variety of complex City services and programs.
- Select, motivate and evaluate staff and provide for their training and professional development.
- Provide administrative and professional leadership and direction.
- Develop, implement and administer goals, objectives, policies, procedures, work-standards, and internal controls providing an effective and efficient organization.
- Interpret and apply Federal, State and local policies, procedures, laws and regulations.
- Identify and respond to community and City Council issues, concerns and needs.
- Organize, interpret, and apply legal principles and knowledge of complex legal problems. effectively apply legal knowledge and principles in court.
- Present statements of law, fact, and argument clearly and logically.
- Prepare and present difficult cases in court.
- Properly interpret and make decisions in accordance with laws, regulations, and policies.
- Prepare and administer large and complex budgets.
- Assess and prioritize situations under work pressure, exercise good judgment and make sound decisions.
- Operate modern office equipment, software and operating systems/applications.
- Maintain a neat and professional appearance.
- Follow written and verbal instructions and direction.
- Establish and maintain effective working relationships with those contacted in the course of work.

## **CITY ATTORNEY**

### **CITY OF CASPER JOB DESCRIPTION**

#### **Skills** (position requirements at entry):

##### **Skill in:**

- Allocate limited resources in a cost effective manner.
- Prepare clear and concise reports.
- Technical writing.
- Time management.
- Public speaking.
- Conflict resolution.
- Analyzing problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Compiling, analyzing, organizing and evaluating data and making appropriate recommendations based on findings.
- Operating in a courteous, knowledgeable and tactful manner with customers, staff, and the general public.
- Oral and written communication, sufficient to exchange or convey effective information and to receive work direction.
- Operating modern office equipment, including computer software and operating systems/applications.

#### **Physical Requirements:**

Positions in this class typically require: stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, grasping, talking, hearing, seeing and repetitive motions.

**Sedentary Work:** Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

#### **Note:**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.

#### **Classification History:**

Prepared by HR

Date: 08-13-13

RESOLUTION NO. 18-18

A RESOLUTION EMPLOYING JOHN HENLEY AS CASPER  
CITY ATTORNEY, AND AUTHORIZING THE EXECUTION OF  
AN EMPLOYMENT AGREEMENT.

WHEREAS, Wyoming Statute 15-4-202 requires the governing body to employ a  
City Attorney; and,

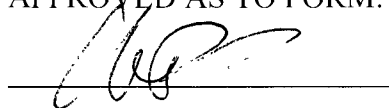
WHEREAS, the Casper City Council desires to employ John Henley as the City  
Attorney for the City of Casper, effective at 8:00 a.m., February 20, 2018; and,

WHEREAS, it is the desire of the parties to commit to writing the duties,  
responsibilities, and conditions of employment of John Henley as City Attorney, the terms of which  
have been delineated in the employment agreement heretofore submitted to Council for its  
consideration as part of the Agenda for its meeting on February 6, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF  
THE CITY OF CASPER, WYOMING: That pursuant to Wyoming Statute 15-4-202, John Henley  
is hereby employed as the Casper City Attorney, and the Mayor is authorized and directed to  
execute, and the City Clerk to attest, an employment agreement with John Henley in the form  
submitted to the Council.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_, 2018.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

January 12, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Liz Becher, Planning and Community Development Director  
Joy Clark, Community Development Technician  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing a Contract for Professional Services with Engineering Design Associates in the amount of \$25,945, for Design and Construction Administration Services for the Lifesteps Buildings Fire Suppression and Alarm Replacements Project No. 18-025

Meeting Type & Date:  
Regular Council Meeting  
February 6, 2018

Recommendation:

That Council, by resolution, authorize a contract for professional services with Engineering Design Associates (EDA) in the amount of \$25,945, for design and construction administration services for the Lifesteps Buildings Fire Suppression and Alarm Replacements, Project No. 18-025.

Summary:

The existing alarm system for all of the Lifesteps Campus Buildings has recently received increased maintenance and false alarms. A recent inspection of the fire suppression and alarm systems for both buildings was completed in December of 2015. The inspection indicated that existing piping and valves in buildings 'E', 'C' and 'F' are severely corroded due to poor sloping of the pipe for drainage when the systems are off. Also, many of the sprinkler heads and alarm annunciators do not actuate properly, triggering false alarms. The inspections also indicated that several of the fire alarm systems were stand-alone and recommended that new systems and interfaces be installed for a complete, campus-wide system.

The proposed improvements include replacement of the fire suppression system in building 'F' and installation of a new, campus-wide fire alarm system

City of Casper Staff recommends EDA based on their qualifications and experience with fire protection, suppression and alarm systems. In 2017, EDA performed the engineering design and construction administration services for the replacement of fire suppression systems in buildings 'E' and 'C'. The fire suppression systems for buildings 'E' and 'C' were replaced in 2017.

Under the terms of this agreement, EDA will provide the engineering design and construction administration services for the project. The services include design, contract documents, bidding services, and construction administration. Design services are to be completed by April 2018, with construction completed by August 2018.

Financial Considerations:

Funding for this project will be from a Community Development Block Grant for the Lifesteps Campus.

Oversight/Project Responsibility:

Alex Sveda, Associate Engineer

Attachments:

Resolution

Agreement

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART I - AGREEMENT**

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Engineering Design Associates, 1607 CY Avenue, Suite 303, Casper, Wyoming, 82604 ("Consultant").

Throughout this document, the City and the Consultant may be collectively referred to as the "parties."

### **RECITALS**

A. The City is undertaking a project to replace the fire suppression system at Lifesteps Campus Building "F" and the Fire Alarm Systems at Lifesteps Buildings "F", "C" and "E" with an interface for Buildings "B" and "H", all located at 1514 East 12th Street, Casper, Wyoming.

B. The project requires professional services for the engineering, design and construction administration of the work.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Consultant for such services.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

#### **1. SCOPE OF SERVICES:**

1. The Consultant shall perform the following services in connection with and respecting the project: Prepare a complete set of fire alarm system and fire sprinkler system engineered drawings and specifications for the replacement of the existing fire sprinkler system in Lifesteps Campus Building "F" (approximately 17,000 square feet) and for the replacement of the fire alarm systems in Lifesteps Campus Building "E" and "C", with an alarm connection and communication interfaces installed in the existing fire alarm systems in Buildings "B" and "H", for a complete Lifesteps Campus-wide fire alarm system, all so that the project can be publicly bid in accordance with Wyoming State Statutes. Consultant shall provide National Fire

Protection Association (NFPA) #13 layout drawings of the fire sprinkler system, including pipe routing, sizing, sprinkler head locations and equipment locations; plus, hydraulic calculations, specifications and shop drawings.

2. **This project is federally funded. Consultant shall comply with all Department of Housing and Urban Development (HUD) and Davis Bacon regulations.**
3. The Consultant shall be registered at [www.sam.gov](http://www.sam.gov) in order to be paid with federal funds.

B. Design

1. The Consultant shall perform investigations to identify needs and obtain information necessary to design each aspect of the project. The Consultant shall provide a brief summary report describing viable systems and make recommendations.
2. The Consultant shall provide all design, engineering and construction administration services for the project necessary to achieve complete installations, including structural, mechanical, electrical and related work.
3. The Consultant shall prepare bidding and construction documents as necessary, including drawings, technical specifications and related items. Documents shall be provided for all necessary aspects of the work including structural, mechanical, and electrical work including plans, details, equipment schedules and schematics.
4. At least 45 days prior to bid opening, the Consultant shall provide and submit the documents to the local authorities having jurisdiction (AHJ) and correct or clarify the documents based on comments received. The AHJ includes, but is not limited to, Local Fire Departments, Casper Building Inspection, Casper Community Development and the Casper Housing Authority. The Consultant shall meet with and communicate with the AHJ to the extent necessary to ensure plans and specifications are in compliance with applicable codes and NFPA requirements before public advertisement of the project.
5. Consultant shall include new “anti-ligature” plumbing and sprinkler fixtures in the design.
6. Consultant shall include, in the bid documents, hazardous material studies/reports and abatement recommendations provided by the Casper Community Development Department and the Casper Housing Authority for identifying areas of the existing buildings affected by the demolition and construction of the project.

7. It is anticipated that Lifesteps Campus Buildings “E”, “C” and “K” will be occupied during demolition and construction of the project. The Consultant shall provide recommendations for phasing the demolition and construction of the project to keep the healthiest/safest allowable occupancy of the building by tenants during the project.
8. The Consultant shall prepare design submittals with project cost of work estimates when plans are approximately fifty percent (50%) complete, and again when plans are ninety-five percent (95%) complete, which shall be no later than two (2) weeks prior to public advertisement.

C. Computer Aided Drafting Format.

The Consultant shall prepare final drawings in a computer aided drafting format. Digital format shall be in AutoCAD and PDF and be compatible with existing City system.

D. Project Manual.

1. The Consultant shall prepare a Project Manual to include the following:
  - a. Technical Specifications.
  - b. Bid Schedule to accompany City’s Bid Form. Bid schedule shall include a line item for abatement of hazardous materials related to the demolition and construction of the project.
  - c. Edited by the Consultant "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, Supplementary Conditions and HUD/Davis Bacon requirements, hazardous material studies/reports, abatement recommendations. Consultant shall review these documents and insert modifications where necessary.
  - d. Drawings. Consultant shall submit four (4) paper copies of the Project Manual to the City of Casper Engineering Office at ninety-five percent (95%) completion for review with the project cost estimate, 2 weeks prior to public advertisement. All Technical Specifications, Bid Schedules and “front end” documents shall be 8.5”x11”, and all Drawings shall be 11”x17”.
2. The Consultant shall affix his or her professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with

## Wyoming State Registration Statutes.

### E. Subconsultants.

1. The Consultant shall be responsible to procure any necessary sub-consultant to complete the work.
2. The City and Consultant shall mutually approve, in writing, the use of any subconsultants that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by subconsultant(s).

### F. Advertising and Bidding Phase.

1. The Consultant shall utilize and maintain project information with City of Casper's QuestCDN website for the following: advertisement, distributing addenda and bidding information to planholders, uploading project documents including all plans and specifications, and distributing bid tabulations to planholders.
2. The Consultant shall arrange for and conduct a prebid conference ten (10) days prior to the bid opening. The Consultant shall take minutes of the meeting and distribute them through QuestCDN.
3. The Consultant shall assist the City in opening, tabulating, and evaluating bids. Consultant shall assist in evaluating if all HUD/Davis Bacon requirements have been met by bids submitted.
4. The Consultant shall provide a written opinion to the City giving its recommendations for awarding the bid.
5. The Consultant shall provide the City Engineering Office a copy of final drawings in AutoCAD and PDF format. The Consultant shall provide the City Engineering Office a copy of the final contract specifications in Microsoft Word format.

### G. Construction Phase:

1. The Consultant shall conduct a pre-construction meeting with the Contractor at the jobsite to review each work item, construction quality control, and phasing of the work.

2. The Consultant shall review shop drawings and material sample submittals for conformance with the intent of the design documents.
3. The Consultant shall make visits to the job-site at intervals appropriate to the various stages of construction to observe the progress and quality of the Contractor's work.
4. Consultant shall provide for, and retain, a sub-consultant for material testing as specified in the Contract Documents.
5. The Consultant shall attend progress meetings.
6. The Consultant shall issue necessary interpretations and clarifications of the contract documents and assist in the resolution of problems or conflicts due to unforeseen latent conditions.
7. The Consultant shall review Contractor pay requests and advise City accordingly.
8. The Consultant shall prepare all reports required by the HUD Grant.
9. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner with written comments.
10. Walk-Through. Consultant shall conduct a walk-through with the City to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to Owner and the Contractor(s) that the Work is acceptable.
11. The Consultant shall prepare a punchlist near project completion and conduct a final project review of punchlist items addressed by the Contractor in conjunction with Walk-Through.
12. Record Drawings. Consultant shall provide the Owner one (1) set of electronic drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days of Substantial Completion, Consultant

shall submit one (1) reproducible set of 11"x 17" record drawings to Owner. Consultant shall also provide to Owner a copy of record drawings in PDF and Autocad (in conformance with City of Casper and United States National CAD Standards). Format compatible with the Owners system, labeled as "Record Drawings - Lifesteps Buildings Fire Suppression and Alarm Replacement Project, Project No. 18-025".

13. **Warranty Period Inspections.** Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner in addressing complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.
14. **Change Orders.** Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the Owner for approval.

2. **TIME OF PERFORMANCE:**

The services of the Consultant shall be undertaken and completed on or before the 28th day of August, 2018.

3. **COMPENSATION:**

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Twenty Five Thousand Nine Hundred Forty-Five Dollars (\$25,945.00).

4. **METHOD OF PAYMENT:**

Payment will be made following receipt of an itemized invoice from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. Consultant shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy,

those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

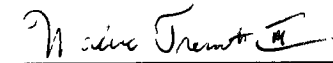
This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**\*\*\*\*\*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK\*\*\*\*\***

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur D. Tremel  
City Clerk

Ray Pacheco  
Mayor


WITNESS

CONSULTANT  
Engineering Design Associates

By: 

Printed Name: Alex Sveda

Title: Assoc. Engineer

By: 

Printed Name: Kevin Schilling

Title: Partner

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. **TERMINATION OF CONTRACT:**

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

2. **CHANGES:**

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City.

3. **ASSIGNABILITY:**

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. **AUDIT:**

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any subconsultant to perform any services in the scope of this project, unless the subconsultant is approved in writing by the City. Any approved subconsultant shall be paid by the Consultant.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its subconsultants, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- c. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- d. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

- e. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subconsultants.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. Consultant agrees to indemnify the City, the City’s employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Consultant and any subconsultant thereof.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

RESOLUTION NO.18-19

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH ENGINEERING DESIGN ASSOCIATES FOR THE LIFESTEPS BUILDINGS FIRE SUPPRESSION AND ALARM REPLACEMENTS, PROJECT NO. 18-025.

WHEREAS, the City of Casper desires to secure a consulting engineering firm to provide engineering design and construction administration services for the Lifesteps Buildings Fire Suppression and Alarm Replacements, Project No. 18-025; and,

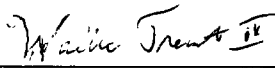
WHEREAS, Engineering Design Associates (EDA) is ready, willing and able to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with EDA for the engineering services more specifically delineated in the contract for professional services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the contract, for a total amount not to exceed Twenty Five Thousand Nine Hundred Forty-Five and 00/100 Dollars (\$25,945.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

January 29, 2018

MEMO TO: Carter Napier, City Manager *SN*  
FROM: Keith McPheeters, Chief of Police *KMP 307*  
SUBJECT: Acceptance of Grant Funds from the International Association of Chiefs of Police (IACP)

Meeting Type and Date:

Regular Council Meeting February 6, 2018

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize acceptance of a grant award for One Hundred Thousand Dollars (\$100,000) each year for the next one (1) year administered by the International Association of Chiefs of Police (IACP), and originating from the Office for Victims of Crime (OVC), U.S. Department of Justice, to be used for personnel and other operational costs in accordance with the grant.

Summary:

The Casper Police Department has been selected as one of three agencies to receive grant monies and participate as a demonstration site in the *Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims (ELERV) Initiative* through the International Association of Chiefs of Police (IACP), and originating from the Office for Victims of Crime (OVC), U.S. Department of Justice.

The City of Casper desires to utilize these grant funds for the Casper Police Department's Victim Witness Program for participation in the *Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims (ELERV) Initiative*. Funds will be used to support a Grant Coordinator Position and cover administrative and training expenses related to the Grant. Years one and two have been completed. Due to reallocation of funds at the federal level and a delay in the contract renewal, the initial contract has to be resigned.

Financial Considerations:

There is no match requirement of the City of Casper for acceptance of this Grant.

Oversight/Project Responsibility:

Chief of Police, Jeremy Tremel, Vicky Macy

Attachments:

The Sub-Contract Agreement is provided. A Resolution has been prepared for Council's consideration



## INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE

### CONTRACTUAL AGREEMENT

# **SUB-CONTRACT AGREEMENT** **BETWEEN** **CASPER, WYOMING POLICE DEPARTMENT** **AND** **INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE**

This Agreement is entered into as of the 1<sup>st</sup> day of October 2017, \_\_\_\_ day of \_\_\_\_\_ 2017, between the International Association of Chiefs of Police ("IACP") and the City of Casper, Wyoming, (specifically, the Casper Police Department) ("Sub-Contractor"), for work to be performed under the U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime ("grantor") Grant Award Number 2014-VF-GX-K011, Catalog of Federal Domestic Assistance #16.582 (Crime Victim Assistance/Discretionary Grants) for the project entitled Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims Technical Assistance.

## **I. RECITALS**

A. WHEREAS, in 2003 the Office for Victims of Crime (OVC) provided funding to the IACP to develop a national strategy for creating comprehensive cultural transformation within the law enforcement community in the United States, helping to move toward a philosophy and practice of enhanced victim response.

B. WHEREAS, the IACP is the recipient of the U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime ("grantor") Grant Award Number 2014-VF-GX-K011 and desires to enter into an Agreement with the Sub- Contractor for professional services to the extent and upon the terms and conditions set forth below.

C. WHEREAS, the IACP serves to advance professional police services; promote enhanced administrative, technical, and operational police practices; foster cooperation and the exchange of information and experience among police leaders and police organizations, including enhancing law enforcement response to victims throughout the world and provides funding to improve law enforcement response to victims of crime, with a strong focus on reaching and serving underserved and unserved victims identified in the community;

D. WHEREAS, the IACP is the principal fiduciary resource for the Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims Technical Assistance project;

E. WHEREAS, the Sub-Contractor is willing and able to enter into an Agreement governing the nature, extent, and obligations of such professional services to sub-contractor agency upon the terms and conditions contained in this document;

F. WHEREAS, the Sub-Contractor will apply for funding using DUNS# 152720140, the City of Casper;

G. WHEREAS, the Sub-Contractor has expressed an interest in providing direct victim services in Casper, Wyoming as defined by the Victims of Crime Act;

H. WHEREAS, the Sub-Contractor is willing to conduct a comprehensive needs assessment to identify needs, resources and gaps and develop a plan for implementation;

I. WHEREAS, the Sub-Contractor will identify and collaborate with a selected research partner to conduct a comprehensive evaluation of the Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims Technical Assistance initiative;

J. WHEREAS, both parties agree that the primary program goal is to improve law enforcement response to victims of crime with a strong focus on reaching and serving underserved and unserved victims identified in the City of Casper, Wyoming.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the parties agree as follows:

The above Recitals are terms and conditions of this agreement.

## **II. PROJECT DESCRIPTION**

In 2003, the Office of Victim of Crime (OVC) provided funding to the IACP to develop a national strategy for creating comprehensive cultural transformation within the law enforcement community in the United States, helping to move forward a philosophy and practice of enhanced victim response. IACP developed an Implementation Guide, a Resource Toolkit, and a Training Supplement, releasing the full set of resources in 2009. The final Enhancing Law Enforcement Response to Victims (ELERV) toolkit is a strong set of resources that has support of the agencies around the country that assisted in developing, pilot testing, and validating the strategy. While the Strategy was never evaluated, IACP and OVC are fairly confident it is effective. However, it cannot be marketed as an evidence-based approach because the only evidence of effectiveness is anecdotal information for the limited number of implementing sites. To remedy this, in FY 2014, OVC provided funding to IACP under OVC's FY 2014 Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims Initiative to evaluate the ELERV Strategy previously funded by OVC. The initiative is comprised of three components: (1) a demonstration project involving three competitively selected medium-sized law enforcement agencies; (2) intensive technical assistance provided by IACP to the sites as they implement ELERV; and (3) a process evaluation to be conducted by local research partners selected by each demonstration site. With FY 2015 funding, OVC will continue to support IACP through a noncompetitive grant to continue the progress that has been made in year one of this multi-year initiative. IACP will continue its



work from year one and provide intensive technical assistance to the three competitively selected demonstration sites that will implement the ELERV Strategy. It is anticipated that in years three and four, IACP will work to revise the strategy and accompanying toolkit of resources, and develop a detailed strategy to provide technical assistance to law enforcement agencies around the country.

### **III. STATEMENT OF WORK**

The services of the Sub-Contractor shall be in accordance with the proposal Enhance Law Enforcement Response to Victims #2014-VF-GX-K011 Catalog of Federal Domestic Assistance #16.582, awarded to the International Association of Chiefs of Police by the U.S. Department of Justice, Office of Justice Programs, and Office for Victims of Crime. The work shall be performed under the direction of Hassan Aden, Director of Research and Programs Division at the International Association of Chiefs of Police.

The Sub-Contractor hereby represents and warrants that it has received and reviewed the terms and conditions of the award, attached hereto as Attachment A. The Sub-Contractor agrees that all the Sub-Contractor's work or services provided under this Agreement shall be in full compliance with requirements for grantees under the terms of the award.

Duties of the Sub-Contractor under this Agreement are as follows:

- Conduct a comprehensive needs assessment process, including internal and external surveys, to identify needs, resources, and service gaps and develop a plan for Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims Technical Assistance project implementation.
- Along with technical assistance from the IACP, implement the Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims Technical Assistance as outlined in the implementation plan designed specifically for each demonstration site.
- Willing to collaborate with other local partners including direct service agencies, law enforcement and prosecutorial agencies to implement this initiative.
- Identify and collaborate with a local research partner to conduct a comprehensive process evaluation of the Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims Technical Assistance project implementation strategy.

### **IV. KEY PERSONNEL**

Activities performed under this Agreement on behalf of the Sub-Contractor shall be under the direction of Hassan Aden, Director of Research and Programs Division. All work by Sub-Contractor under this Agreement shall be performed only by competent and qualified personnel under the supervision of and in the employ of the Sub-Contract Director. Sub-Contractor shall consult with Timothy Conroy, IACP ELERV Project Manager, before changing the Sub-Contract Director or changing or adding key project staff. Sub-Contractor may choose to use funds under this



Agreement to enter into second-tier sub-awards and/or contracts for services. Sub-Contractor hereby represents and warrants that it will ensure that all second-tier sub-awards shall be in full compliance with requirements for grantees under the terms of the award. Sub-Contractor further warrants that it will ensure this compliance by applying reasonable monitoring efforts.

The relationship created under this Agreement between the IACP and Sub- Contractor is that of grantor and grantee respectively, and in no way creates an employer/employee relationship between them, or between the IACP and any of Sub-Contractor's employees, agents, or project collaborators.

## **V. PERIOD OF PERFORMANCE**

The term or period of this Agreement shall commence on October 1, 2017 and continue through September 30, 2018, at which time the IACP will apply for supplemental funding with the Office for Victims of Crime, unless sooner terminated according to the conditions set forth in this Agreement. In the event that the award from the U.S. Department of Justice, Office of Justice Programs, and Office for Victims of Crime ("grantor") Grant Award Number 2014-VF-GX-K01, Catalog of Federal Domestic Assistance # 16.582 for the project entitled Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims Technical Assistance project is extended via a grant adjustment notice, a corresponding extension to this sub-contract may be issued.

## **VI. COMPENSATION AND METHOD OF PAYMENT**

As full and complete compensation for services performed by the Sub-Contractor under this Agreement, IACP shall pay to Sub-Contractor an amount not to exceed \$100,000 for each year of the contract. This amount will be based upon a budget prepared by Sub-Contractor and approved by IACP.

The IACP shall reimburse Sub-Contractor for services performed under this Agreement upon receipt of Sub-Contractor's detailed invoice, which will be submitted on a quarterly basis and shall specify the number of hours (or 8-hour days) worked, or staff percentage of effort during reporting period, and detail of services performed as related to Section II Statement of Work. Failure to submit invoices in a timely manner, and with all required information as specified below, may result in forfeiture of payment due to grant closures or restrictions. Invoices shall contain all of the following information and meet the following criteria:

1. The grant award number (referenced on page one of this Agreement).
2. Unique invoice number assigned by the Sub-Contractor.
3. Dates on which services were provided.
4. Number of hours worked on each date, or staff percentage of effort during reporting period.
5. Specifics of work performed as related to Section II Statement of Work.
6. Detail of any allowable expenses incurred by Sub-Contractor by budget category.
7. Grand total due for invoice.
8. Invoice signed and dated by the authorized representative of the Sub-Contractor.



The IACP shall pay the amount of each invoice within 30 days after receipt and approval of the invoice. The IACP shall have no obligation to pay invoices received more than 30 days beyond the term or termination of this Agreement.

In addition to invoices, Sub-Contractor will submit to the IACP copies of the quarterly progress reports prepared for IACP audit and compliance purposes. The final invoice and progress report will be submitted no later than thirty (30) days after the end of each reporting quarter. Sub-Contractor's invoices and progress reports shall contain an original, dated approval signature by an authorized representative of the Sub-Contractor. This signature shall certify that the progress report is true and correct and that expenditure of funds has been made in accordance with all award guidelines, requirements and regulations. Progress reports and invoices shall be sent to (preferred) conroy@theiacp.org:

Timothy Conroy  
IACP ELERV Project Manager  
44 Canal Center Plaza, Suite 200  
Alexandria, VA 22314  
703.647.7314

Continuation funding beyond the project period is not guaranteed and is contingent upon supplemental funding awards.

## **VII. COPYRIGHT/OWNERSHIP**

The parties acknowledge that all intellectual property rights, including copyright and moral rights, in all materials that are created within the scope of this project, shall be shared jointly between Sub-Contractor, IACP, and the Office of Justice Programs. Any party may file an application to register the copyright with the US Copyright Office, but such application must name all joint owners to the works. All parties may commercially exploit their intellectual property rights in and to the materials created within the scope of this project.

The Office of Justice Programs has the right to obtain, reproduce, publish, or otherwise use the data first produced under an award or sub-award and to authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data-General).

## **VIII. TERMINATION**

### **A. Termination without Cause**

The IACP or Sub-Contractor may terminate this Agreement without cause, but only with agreement from the grantor, the U.S. Department of Justice, at any time upon not less than thirty (30) days' written notice of termination delivered or mailed to the other party's address on record. The



notice shall state the effective date of termination, and the terminated party shall be compensated for all Services rendered through the effective date of termination.

**B. Termination Upon Grantor's Reduction or Termination of Funding or Modification to Exclude Work.**

In the event the project grantor, the U.S. Department of Justice, reduces or terminates funding for this Project, or modifies the award to exclude the work related to this Agreement, during the term of this Agreement, this Agreement shall be considered terminated upon the date that the IACP provides notice to Sub-Contractor of the reduction or termination of funding. The IACP shall compensate Sub-Contractor for all services rendered through the date of notice to Sub-Contractor that the Agreement is terminated because of the reduction or termination of funding.

**IX. RECORDS AND AUDIT**

Sub-Contractor shall retain all records relating to work performed under this Agreement for at least three (3) years after Sub-Contractor's receipt of the final payment under this Agreement or after the closure of all pending matters, whichever is later. If an audit, litigation, or other action involving the records is scheduled before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later. All costs incurred in performance of work under this Agreement shall be subject to audit by the grantor or an authorized representative of the IACP, or both. The Sub-Contractor agrees to comply with the grantor's audit constraints and guidelines, shall allow auditors' access to records necessary to supplement expenditures after reasonable notice and during normal business hours, and shall supply the IACP with copies of all its audit repayments of work performed and compensation paid pursuant to this Agreement.

**X. COMPLIANCE**

**A. Laws, Audit and Grant Requirements:**

- 1) Sub-Contractor certifies it is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency; has not been convicted of, had a civil judgment for, or is not presently indicted for or otherwise criminally or civilly charged by a governmental entity for fraud or other prohibited activities. Sub-Contractor further certifies that should its status change in this regard during the term of this Agreement, Sub-Contractor shall notify IACP immediately.
- 2) The Sub-Contractor represents and warrants that the Sub-Contractor is currently in compliance, and shall remain in compliance during the term of the Agreement, with all applicable federal civil rights laws, as required in the terms and conditions of the grant.
- 3) The Sub-Contractor agrees to cooperate with all IACP review and audit procedures to ensure Sub-Contractor's compliance without limitation to all requirements and special conditions related to this grant.



- 4) The Sub-Contractor agrees that all the Sub-Contractor's work or services provided under this Agreement shall be in full compliance with the terms of the grant.

**B. Insurance:**

- 1) The Sub-Contractor shall secure and maintain during the term of this Agreement, at its sole cost and expense, Workers' Compensation and Employer's Liability Insurance for all of its employees engaged in work under this Agreement, as required by the applicable statutory requirements. The IACP shall not be responsible for any injuries or damages to the employees of the Sub-Contractor.
- 2) During the term of this Agreement, the Sub-Contractor shall maintain Comprehensive General Liability coverage, including Personal Injury Coverage and Contractual Liability, with at least the minimum combined single limit for Bodily Injury and Property Damage, in accordance with the Sub-Contractor's regular requirements and practices. All liability coverage required by this Agreement must be in accordance with Wyoming State law.
- 3) Upon request, the Sub-Contractor shall provide a Certificate of Liability Coverage to the IACP.

**C. Forms and Documents:**

The Sub-Contractor shall sign as necessary and file with the IACP the following forms and documents:

- 1) 424B Assurance form and a Certificate Regarding Lobbying form giving assurances of compliance with applicable federal requirements as specified therein.
- 2) Form W-9 Request for Taxpayer Identification Number and Certification to file the IACP.
- 3) Most recent Independent Financial and A-133 Audit Report.
- 4) Most recently approved indirect rate cost agreement.
- 5) DUNS number.

**XI. GOVERNMENTAL CLAIMS AND MUTUAL INDEMNITY**

**A. Governmental Claims:**

The Sub-Contractor does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, *et seq.* The Sub-Contractor specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act. The parties acknowledge that the Sub-



Contractor has governmental immunity and only the Wyoming Legislature has the power to waive it. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the Sub-Contractor to enter into certain terms and conditions supplied by the International Association of Chiefs of Police, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in this Agreement, or in any attachments or documents incorporated by reference, will not be binding on Sub-Contractor, except to the extent authorized by the laws and Constitution of the State of Wyoming or except to the extent authorized by federal law or regulation, which pre-empts state law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

**B. Limited Mutual Indemnity:**

International Association of Chiefs of Police agrees to indemnify, defend and hold harmless the Sub-Contractor against any liability for loss, damage, or expenses (including, without limitation, reasonable attorney's fees) suffered by or asserted against the Sub-Contractor because of the activities of the IACP under or related to this Agreement. Likewise, to the extent the Sub-Contractor is not otherwise immune from liability pursuant the Wyoming Governmental Claims Act (W.S. § 1-39-101 *et seq*), the Sub-Contractor agrees to indemnify, defend, and hold harmless the IACP against any liability for loss, damage or expenses (including, without limitation, reasonable attorney's fees) suffered by or asserted the IACP because of the activities of the Sub-Contractor under or related to this Agreement or arising from or related to the Sub-Contractor's failure to comply fully with the terms of the award.

**XII. CONFLICT OF INTEREST**

The Sub-Contractor knows of no agreements or transactions in which its rights, duties, obligations, or interests conflict with, or are inconsistent with, those of the IACP, the grantor, or this Agreement.

**XIII. GOVERNING LAW AND DISPUTES**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without application of any principles of choice of laws. Disputes that cannot be resolved by the IACP and the Sub-Contractor must be first addressed through appropriate alternative dispute resolution procedures. Any agreements reached during alternative dispute resolution are binding. Should no agreement be reached, resolution shall be determined by a court of competent jurisdiction in the County of Natrona, State of Wyoming.



#### **XIV. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any other written or oral understanding of the parties. This Agreement may not be modified except by written instrument executed by both parties.

#### **XV. SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

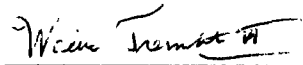
#### **XVI. SURVIVAL OF INDEMNITIES**

The indemnities given by the parties pursuant to this Agreement and the provisions of Section X shall survive the expiration or termination of this Agreement.

The parties indicate by the signatures below their intent to be bound by the terms of this Agreement:

Approved as to form:

Approved as to form:



\_\_\_\_\_  
Attorney for the City of Casper

\_\_\_\_\_  
Attorney for the IACP

City of Casper Wyoming:  
(A municipal corporation)

International Association of Chiefs of Police:

\_\_\_\_\_  
Ray Pacheco, Mayor

\_\_\_\_\_  
Vincent Talucci, Executive Director/ CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Witness:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Printed Name: \_\_\_\_\_



ADDRESS for CITY:  
201 N. David Street  
Casper, WY 48602

ADDRESS FOR IACP:  
44 Canal Center Plaza, Suite 200  
Alexandria, VA 22314  
P: 703-836-6767  
E: [executivedirector@theiacp.org](mailto:executivedirector@theiacp.org)

Sub-Contractor's Tax ID #: 530227813  
Congressional District: VA08

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# ATTACHMENT A

Department of Justice  
Office of Justice Programs  
Office for Victims of Crime

## Cooperative Agreement And Special Conditions

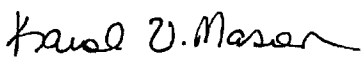




Department of Justice  
Office of Justice Programs  
Office for Victims of Crime

Cooperative Agreement

PAGE 1 OF 9

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) International Association of Chiefs of Police 44 Canal Center Plaza, Suite 200 Alexandria, VA 22314		4. AWARD NUMBER: 2014-VF-GX-K011	
		5. PROJECT PERIOD: FROM 10/01/2014 TO 12/31/2016 BUDGET PERIOD: FROM 10/01/2014 TO 12/31/2016	
2a. GRANTEE IRS/VENDOR NO. 530227813		6. AWARD DATE 09/23/2015	7. ACTION Supplemental
2b. GRANTEE DUNS NO. 072632482		9. PREVIOUS AWARD AMOUNT \$ 1,299,585	
3. PROJECT TITLE Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims Technical Assistance Project		10. AMOUNT OF THIS AWARD \$ 400,000	
		11. TOTAL AWARD \$ 1,699,585	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 42 U.S.C. 10603 (c)(1)(A)			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.582 - Crime Victim Assistance/Discretionary Grants			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Karol Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Vincent Taluoci Executive Director	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X G V3 40 00 00 400000		21. NV3PGT0152	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice  
Office of Justice Programs  
Office for Victims of Crime

**AWARD CONTINUATION  
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PROJECT NUMBER 2014-VF-GX-K011

AWARD DATE 09/23/2015

*SPECIAL CONDITIONS*

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.
4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov) hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig)



Department of Justice  
Office of Justice Programs  
Office for Victims of Crime

**AWARD CONTINUATION  
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PROJECT NUMBER 2014-VF-GX-K011

AWARD DATE 09/23/2015

*SPECIAL CONDITIONS*

7. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation, and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice  
Office of Justice Programs  
Office for Victims of Crime

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

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PROJECT NUMBER 2014-VF-GX-K011

AWARD DATE 09/23/2015

***SPECIAL CONDITIONS***

10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).
18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.



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AWARD DATE 09/23/2015

*SPECIAL CONDITIONS*

19. The recipient authorizes the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, papers, or documents related to this grant.
20. Any publication or deliverable intended for OVC production and release produced under this award must be submitted to OVC nine months prior to the award end date to provide adequate time for the OVC review process. The recipient may not obligate, expend, or drawdown more than 85 percent of award funds until OVC has assessed the draft final product; the recipient has incorporated all OVC edits; and OVC has issued a Grant Adjustment Notice (GAN) removing this condition and approving the production and release of the product.
21. Responsibility for the coordination of topics addressed or services rendered is shared jointly with the OVC and the recipient. Where appropriate, the recipient will act jointly with OVC in accomplishing the following tasks: 1) determination of modifications to the program plan or budget; and, 2) design of data collection instruments. In executing this responsibility, OVC requires that its program specialist meet periodically with recipient (as determined by OVC) throughout the life of the project to discuss project activities, plans, problems, and solutions.
22. Responsibility for the day-to-day conduct of the project rests with the recipient. This specifically includes operations, data collection, analysis and interpretation.
23. Responsibility for general oversight and redirection of the project, if necessary, rests with OVC. OVC will review and approve all activities in the requirements under the various stages, as enumerated in the solicitation. This includes review and approval in a timely manner of all key personnel selections, consultants, assessments, plans, instruments, manuals, and documents developed or identified for use during the project, with suggestions for modifications. The program solicitation is hereby incorporated by reference into the Cooperative Agreement making it part of the overall agreement, requiring adherence to its overall design.
24. The grantee agrees that it may not disseminate drafts of training curricula and other grant-supported materials beyond pilot testing of the material, unless otherwise specifically approved by OVC in writing in advance. Such materials must be clearly marked "DRAFT" and the OVC disclaimer must be included on all such documents. The OVC logo shall not be displayed until the document is final and has been approved by OVC for final publication or electronic dissemination. Grantees are advised not to assume that products submitted to OVC will be ready for immediate release. Contact your grant monitor for more information.
25. The grantee agrees to comply with the requirements set forth in the current edition of the OVC Publishing Guidelines Handbook at <http://www.ojp.usdoj.gov/ovc/publications/infores/pubguidelines/welcome.html>.
26. OVC reserves the right to take appropriate action in instances when the grantee fails to initiate activity on the grant or misses multiple time tasklines. OVC action may include, but is not limited to, termination or suspension of the grant.
27. The grantee agrees that OVC retains the right to make a final determination whether to publish or produce any grant-funded product as an OVC-sponsored product. Only after OVC decides against official publication, can the grantee independently release a publication or product for sale or dissemination, at its own expense. However, if the grantee releases this information, it may not include use of the OVC logo, or other indicia that it is an official OVC publication.



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28. The grantee agrees to submit the final draft of any publication, product, or electronic information at least 120 days before the end date of the grant for OVC review. The grantee agrees to use grant funds to make any substantive corrections, if appropriate, to a publication or product in response to comments generated through either the OVC peer review process or the internal Department of Justice review process. Any grant-funded products (written, Web-based, audio-visual, or any other media format), whether produced at the grantee's or government's expense, shall contain the following statement: This \_\_\_\_\_ was produced by \_\_\_\_\_ under [add contract or grant number, as appropriate], awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this \_\_\_\_\_ are those of the contributors and do not necessarily represent the official position or policies of the U.S. Department of Justice.
29. Grantees producing (1) all videos or (2) any products for grantee's independent release must follow the OVC Publishing Guidelines for placement of logos, inclusion of funding/disclaimer statement, and, if relevant, product barcodes. Check with your grant monitor for tip sheet, "The Essentials," for detailed instructions.
30. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.



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*SPECIAL CONDITIONS*

31. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.



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*SPECIAL CONDITIONS*

32. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.
33. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.
34. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

35. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
36. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov/>) using the SF 425 Federal Financial Report form (available for viewing at [www.whitehouse.gov/omb/grants/standard\\_forms/ff\\_report.pdf](http://www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf)), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
37. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.



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*SPECIAL CONDITIONS*

38. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
39. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.



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**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Cooperative Agreement**

PROJECT NUMBER

2014-VF-GX-K011

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This project is supported under 42 U.S.C. 10603 (c)(1)(A)

**1. STAFF CONTACT (Name & telephone number)**

Sharon Fletcher  
(202) 305-2358

**2. PROJECT DIRECTOR (Name, address & telephone number)**

Hassan Aden  
Director  
44 Canal Center Plaza Suite 200  
Alexandria, VA 22314-2357  
(703) 836-6767 ext.367

**3a. TITLE OF THE PROGRAM**

OVC FY 15 Enhance Law Enforcement Response to Victims Invitational Letter

**3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)**

**4. TITLE OF PROJECT**

Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims Technical Assistance Project

**5. NAME & ADDRESS OF GRANTEE**

International Association of Chiefs of Police  
44 Canal Center Plaza, Suite 200  
Alexandria, VA 22314

**6. NAME & ADDRESS OF SUBGRANTEE**

**7. PROGRAM PERIOD**

FROM: 10/01/2014 TO: 12/31/2016

**8. BUDGET PERIOD**

FROM: 10/01/2014 TO: 12/31/2016

**9. AMOUNT OF AWARD**

\$ 400,000

**10. DATE OF AWARD**

09/23/2015

**11. SECOND YEAR'S BUDGET**

**12. SECOND YEAR'S BUDGET AMOUNT**

**13. THIRD YEAR'S BUDGET PERIOD**

**14. THIRD YEAR'S BUDGET AMOUNT**

**15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)**

In 2003, OVC provided funding to the IACP to develop a national strategy for creating comprehensive cultural transformation within the law enforcement community in the United States, helping to move toward a philosophy and practice of enhanced victim response. IACP developed an Implementation Guide, a Resource Toolkit, and a Training Supplement, releasing the full set of resources in 2009. The final Enhancing Law Enforcement Response to Victims (ELERV) toolkit is a strong set of resources that has the support of the agencies around the country that assisted in developing, pilot testing, and validating the strategy. While the strategy was never evaluated, IACP and OVC are fairly confident it is effective. However, it cannot be marketed as an evidence-based approach because the only evidence of effectiveness is anecdotal information for the limited number of implementing sites. To remedy this, in FY 2014, OVC provided funding to IACP under OVC's FY 2014 Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims Initiative to evaluate the ELERV Strategy previously funded by OVC. The initiative is comprised of three components: (1) a demonstration project involving three competitively selected medium-sized law enforcement agencies; (2) intensive technical assistance provided by IACP to the sites as they implement ELERV; and (3) a concurrent evaluation conducted through

the National Institute of Justice. With FY 2015 funding OVC will continue to support IACP through a noncompetitive grant to continue the progress that has been made in year one of this multi-year initiative. IACP will continue its work from year one and provide intensive technical assistance to the three competitively selected demonstration sites that will implement the ELERV Strategy. It is anticipated that in years three and four, IACP will work to revise the strategy and accompanying toolkit of resources, and develop a detailed strategy to provide technical assistance to law enforcement agencies around the country.

NCA/NCF

RESOLUTION NO. 18-20

A RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT FUNDS FROM THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE (IACP)

WHEREAS, the City of Casper has been approved for a grant for One Hundred Thousand Dollars (\$100,000) each year for the next three (3) years administered by the International Association of Chiefs of Police (IACP), and originating from the Office for Victims of Crime (OVC), U.S. Department of Justice; and,

WHEREAS, the City of Casper desires to accept the grant funds from the International Association of Chiefs of Police (IACP) by executing the Subcontract Agreement between the City of Casper and the International Association of Chiefs of Police (IACP); and,


WHEREAS, the City of Casper desires to utilize these grant funds for the Casper Police Department's Victim Witness Program for participation in the *Service, Support & Justice: A Strategy to Enhance Law Enforcement Response to Victims (ELERV) Initiative*.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest the Subcontract Agreement between the City of Casper and the International Association of Chiefs of Police (IACP) .

BE IT FURTHER RESOLVED: That the City Manager and/or his/her designee is hereby authorized to execute all other documents pertaining to said grant.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

January 27, 2018

**MEMO TO:** J. Carter Napier, City Manager   
**FROM:** Fleur Tremel, Assistant to the City Manager  
**SUBJECT:** Lower Public Safety Radio Tower Contingency Amount

**Meeting Type**

Council Meeting  
February 6, 2018

**Action Type**

Minute Action

**Recommendation**

That Council, by minute action, authorize Staff to lower the contingency amount by \$25,000.

**Summary**

Resolution 18-11 authorized the Mayor to sign the Application for Consensus Funding and a Joint Resolution with a request for \$600,000 for the Casper Events Center Seats and Metal Detector Project, and \$200,000 for the Public Safety Radio Tower Project. Due to a new agreement, Staff would like to reduce the \$200,000 requested for Public Safety Radio Towers to \$175,000 which would only reduce the amount that was set aside for a contingency which is no longer needed.

**Financial Considerations**

None.

**Oversight/Project Responsibility**

Fleur Tremel, Oversight of Application for Consensus Funding

**Attachments**

None